

LEE KAR YIN

means?

A Wrong? Void?

Q So you are taking a guess; you don't really know what it means?

A I just relied on this word void.

Q Do you know what ab initio means?

A I am sure it was mentioned to me, but I cannot remember.

Q Did you ask what that meant before you signed it?

A No, I think it was told to me.

Q Before you signed it or after you signed it?

A Before.

Q What do you think it means?

A Void, null.

Q From the beginning or as of the time that -- as of today?

A From the beginning.

Q Why was it important for it to be voided from the beginning?

A Because it is wrong.

Q And it is wrong because --

A It is not necessary.

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2 Q So, in your view today, it wasn't
3 necessary for you to sign an assignment from
4 Wave to Wave Design Pte. because the
5 copyrights in Wave-S automatically went back
6 to you, right?

7 A Yes.

8 Q Why, then, did you sign Exhibit H
9 in 2007?

10 A Because --

11 MR. TOKE: Objection, misstates
12 her testimony. She told you when she
13 signed it.

14 You said 2007.

15 THE WITNESS: I did. I did.
16 Many times I did.

17 BY MR. SCHWARTZ:

18 Q Wait, wait. Let's get this
19 straight. So it is dated in 2007, right?
20 Why is it dated 2007?

21 MR. TOKE: Asked and answered.

22 BY MR. SCHWARTZ:

23 Q Why is it dated 2007?

24 A Before the company was, went into
25 cessation.

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2 the U.S. Copyright Office, right?

3 A Yes.

4 Q And it is all wrong?

5 A My mistake. In one thing to
6 record everything correctly, I thought it
7 should be registered. It should be recorded
8 as Wave-S doing all this work. Whichever
9 entity did whichever work, it should be
10 recorded correctly.

11 Q It should be recorded correctly
12 because Wave Pte. Ltd. didn't want to assign
13 its copyrights to Wave Studio Pte.?

14 A No. They were already assigned
15 to my name.

16 Q So, it is your position now, today --

17 A What do you mean now? I said
18 this -- sorry.

19 Q So it is your position now --

20 A I said this during deposition one.

21 Q So, it is your position now, in
22 2015, that from the year 2000 to the year
23 2010 you individually owned all the copyrights?

24 A For Wave-S.

25 Q And all the documentation that

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2 you have presented before and all the
3 documentation that has been filed with the
4 copyright office is null and void, right?

5 A No, it just need to be corrected.
6 The name, the photo titles are correct.

7 Q But the ownership is incorrect, right?

8 A Instead of my company, instead of
9 my company, it should be my name.

10 Q Because you say so?

11 A No, because -- because Singapore
12 law requires for sole proprietorship it is
13 automatic. There isn't anything that you
14 need to record. Whatever Wave-S owned upon
15 cessation, it goes back to the sole
16 proprietor. For a private limited company,
17 you have to follow the procedures. The
18 company is not allowed to strike off if you
19 did not do -- there is a checklist for it.
20 If the company has a debt, if the company is
21 in lawsuit, you are only allowed to strike
22 off once they ascertain that the company
23 does not have any more asset, no debt, no
24 suit. That means the company is clean.
25 Then only you are allowed to strike off.

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Lee Kar Yin. These jobs cannot be orphan.

Q What made you think that you had to create Exhibit I to transfer the copyrights from Wave Pte. to Wave Studio Pte.?

A Well, when I first heard the term nunc pro tunc, which means now for then, I --

Q When did you first hear that expression?

MR. TOKE: Can we go off the record for a second? I am getting a call about a family, my family. Just for a second.

MR. SCHWARTZ: Sure.

(Brief break.)

BY MR. SCHWARTZ:

Q When did you come to the belief that Exhibits H and I and the other exhibits in deposition Exhibit 17 were null and void?

A Actually, thank you for pointing it out during deposition one. I wouldn't know because copyright registration is not required in Singapore. I have never gone through any of this. What you call assignment, or recordation, I have never

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done any of this before.

So, we spent such a long time going through all these documents during the first deposition, it made me think that what is wrong with my, what is wrong with my registration? What did I do wrong?

Q So you came to the conclusion that you did something wrong with your registration, and you wanted to correct it so that you would own all of the copyrights, right?

A In the first place, I do own all the copyrights. So, if I recorded it wrongly or inaccurately, I need to correct them, and I have every right to correct them. And correcting them is even more expensive. I just want them to be recorded accurately if there is anything else that is not accurate.

Q So, it was your intention always, from 2000 through 2012, that you individually owned the copyrights?

A It actually belonged to the company. I never thought too much about things like that. So, my sole purpose is

[& - actual]

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Veritext Legal Solutions

800-227-8440

973-410-4040

Exhibit E

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN THE MATTER OF

THE WAVE STUDIO, LLC, a New York
limited liability corporation,
Plaintiff,

v.

GENERAL HOTEL MANAGEMENT LTD.,
et al,
Defendants.

CASE NO:

7:13 cv 09239 CS PED

VIDEOTAPED DEPOSITION OF RALF OHLETZ GRAF VON FLETTENBERG

Wednesday, September 23, 2015

AT: 2:10 p.m.

Taken at:

Allen & Gledhill

31st Floor, 1 Marina Boulevard

Singapore 018989

Court Reporter:

Helen Case

Accredited Real-time Reporter

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Also present:

Ms. Lee Kar Yin

VIDEOGRAPHER:

Chee Meng Chen

Flex Video Productions

W I T N E S S I N D E X

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Dep. - CA No.13-CV-09239-CS-PbD

23 September 2015

14:13:13 1 A. I was more than 20 years with GHM Hotels.

14:13:16 2 Q. During the time that you were with GHM

14:13:19 3 Hotels -- General Hotel Management Ltd., the defendant in

14:13:23 4 this case.

14:13:25 5 A. Yes.

14:13:29 6 Q. And during the time that you were there, what
14:13:34 7 were your responsibilities?

14:13:39 8 A. I was the vice-president of the company,
14:13:41 9 meaning the number 2 in the company.

14:13:45 10 Q. Who was number 1 in the company?

14:13:47 11 A. Hans Jerni.

14:13:50 12 Q. During the time that you were vice-president
14:13:53 13 of the company, over the 20 years that you were there, what
14:13:57 14 were among the responsibilities that you had?

14:14:00 15 A. Again, it was creating the product that made
14:14:03 16 GHM famous. So I -- the tangible element of the product,
14:14:06 17 which is development of hotels, conceptual, overlooking the
14:14:09 18 marketing and sales material and the food concepts.

14:14:12 19 Q. During the time that you were there, what was
14:14:15 20 the business of General Hotel Management?

14:14:19 21 A. Hotel management and hotel restaurant
14:14:22 22 management.

14:14:25 23 Q. Was there a particular niche hotel that
14:14:28 24 General Hotel Management developed and worked for?

14:14:29 25 A. Yes, absolutely. In those days -- it's

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23 September 2015

14:17:22 1 experience economy here. So it's not just only because you
14:17:45 2 have a Mercedes-Benz but because you have a guy who
14:17:58 3 understands perhaps what you want better.

14:18:21 4 So that's -- it's the same thing in the hotel. We
14:18:33 5 understand our customer, it's very customer focused. We
14:18:46 6 don't operate hotels that have 500 rooms, we are very much
14:18:58 7 into the 150 room category. We have now added residential
14:19:10 8 elements to this. I'm talking about GEM, right, because
14:19:22 9 Regent is a little bit of a different story.

14:19:55 10 And so I think that really made the success of GEM
14:19:58 11 because every hotel that we open up became the leader in its
14:19:59 12 market.

14:18:13 13 Q. Okay. And what role did GEM have in
14:16:15 14 developing the hotel that you are talking about?

14:16:17 15 A. Well, we conceptualized the hotels, meaning
14:18:22 16 the concept is very important. I give an example perhaps of
14:16:25 17 the Setai, since we're talking to an American judge here --
14:16:38 18 I don't know whether the judge will know the Setai, but it's
14:18:51 19 a hotel in Miami, and Miami as a destination, I think the
14:18:57 20 hotel is about 15 years old now, was a very predictable
14:18:58 21 destination for partying. So people from New York used to
14:18:59 22 go to Miami in the winter and party.

14:19:47 23 The two famous hotels you had there was the Delano
14:18:51 24 and the Shore Club. And when the Delano opened it was
14:16:55 25 really a big, big thing, it was done by Philippe Starck, it

14:16:58 1 was a lifestyle product, you know, big curtains in the lobby
14:19:04 2 and, you know, everybody went there because it was a party
14:19:09 3 destination.

14:19:09 4 When we did the Setai, we didn't want to be in
14:19:19 5 that same category. And one of the most important
14:19:19 6 trademarks really of GHM was we never benchmark ourselves.
14:19:19 7 So we focus purely on our product and the reason why the
14:19:19 8 product was very interesting is because we looked at things
14:19:29 9 differently. Yes, we sold rooms, but we, as an Asian
14:19:39 10 company, we wanted to bring an Asian experience to Miami,
14:19:39 11 which had never happened before.

14:19:39 12 So one of the interesting elements in Miami is the
14:19:49 13 art deco architecture, I suppose. I mean, we're not quite
14:19:49 14 the same as Los Angeles or New York, but nevertheless,
14:19:49 15 that's what it is. So we used that art deco architecture
14:19:54 16 as a concept to develop what we have developed, which is now
14:19:54 17 the Setai, i.e. we looked at what is the Asian equivalent to
14:19:59 18 a New York art deco building and we saw in Asia it's -- of
14:20:09 19 course, the best city that represents art deco would be
14:20:14 20 Shanghai.

14:20:17 21 So while we were doing development in Shanghai, in
14:20:17 22 China overall, we were looking at a lot of Chinese
14:20:27 23 buildings were pulled down and made way for high rise. So
14:20:27 24 that fact we used and bought a lot of used bricks. So,
14:20:39 25 while our hotel was a new hotel, and the bricks were 120 --

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14:26:38 1 from the '920s, so almost 100 years old, it gave us
14:26:47 2 immediately a patina to the hotel. So we used them on the
14:29:01 3 walls and the floors, instead of a typical in situ. So this
14:29:53 4 is what I describe as a concept.

14:29:57 5 We had three different pools with three different
14:31:03 6 temperatures. We brought every year 70 Balinese from our
14:31:04 7 hotels in Bali to work at the poolside, to give this
14:31:08 8 additional Asian service element there. And so the whole -
14:31:17 9 it was very, very concept driven rather than manual driven.
14:31:19 10 Manual driven, I would call manual driven, in another
14:31:27 11 company, let's say, Four Seasons or Ritz-Carlton, they have
14:31:34 12 a manual standard guidelines and they pretty much work to
14:31:39 13 these guidelines. That has all changed now because they
14:31:44 14 realize these characteristic hotels, i.e. concept hotels, do
14:31:54 15 much better than the generic one-of-a-kind run-of-the-mill
14:31:58 16 hotel.

14:31:59 17 So that created the success of the Setai. So
14:32:04 18 that's when I talk about creating a concept, this was a
14:32:14 19 concept which was different for America, it was appealing
14:32:19 20 and because of that reason we charged more than double what
14:32:24 21 the Four Seasons and the Ritz-Carlton, who were also present
14:32:57 22 at the time in the market, were.

14:32:58 23 Q. During the time that you worked at GDM
14:33:02 24 developing lifestyle, did you have any role in the marketing
14:33:07 25 of the hotels?

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14:22:09 1 A. I'm sorry, did I have any?

14:22:11 2 Q. Any role in the marketing of the hotels?

14:22:14 3 A. No. Marketing was a separate department. But

14:22:17 4 I was preparing -- as I said, there are three steps for

14:22:20 5 hotel operation; it's the tangible, the intangible, the

14:22:23 6 management of the hotel and the positioning of the hotel.

14:22:26 7 So I was involved in the concept and I was involved in

14:22:29 8 everything what -- the concept is a tangible element, so

14:22:32 9 what the guest sees, touches and feels, everything that goes

14:22:35 10 in the room, from the shampoo, everything, to the guest

14:22:38 11 experience really, right. So therefore I was absolutely

14:22:41 12 100 per cent in charge of the brochures, all the materials,

14:22:44 13 the marketing materials.

14:22:47 14 Q. During the time that you were in charge of all

14:22:50 15 the marketing materials, did there come a time when you met

14:22:53 16 with Junior Lee?

14:22:56 17 A. Yes. We worked for 10 years. So obviously at

14:22:59 18 one stage we met, I think we were introduced through a

14:23:02 19 common friend called Paul, who was at the time the food and

14:23:05 20 beverage director of the Raffles Hotel here in Singapore,

14:23:08 21 which is a leading hotel. He's American. And Junior was

14:23:11 22 doing some work for him and so we were growing and so she

14:23:14 23 was recommended by him and we were working for 10 years with

14:23:17 24 her.

14:23:20 25 Q. Over the 10 years that you would work with

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14:23:37 1 Junior, can you describe the course of conduct that you
14:23:43 2 engaged in with her for creating materials to establish the
14:23:49 3 lifestyle for the hotels.

14:23:49 4 A. Well, we gave her a brief. So, I would call
14:23:56 5 her typically, and then we'd say, "well, we are doing a
14:24:02 6 hotel there and there." And then we've established a
14:24:09 7 long-term working relationship because we had certain needs
14:24:15 8 for different types of brochures, pre-opening brochure,
14:24:22 9 actual brochure and then various other types of things --
14:24:28 10 in room packaging, you know, for toothpaste and all of that.
14:24:35 11 So the whole package. So I did this with her, yes.

14:24:37 12 Q. Can you give me an example of how your work
14:24:43 13 relationship with Junior Lee would go on during the course
14:24:49 14 of the creation of the material that you were talking about.

14:24:50 15 A. Well, it was work in progress, because this is
14:24:56 16 a lot of work, because she comes up with an idea, and then
14:25:02 17 by the time we finalize and massage the idea -- because
14:25:09 18 I ultimately was in charge of this thing and so I ultimately
14:25:15 19 make the decision, what things should look like. But she
14:25:21 20 made a lot of recommendations. And then, of course, it
14:25:28 21 needs to be implemented, i.e. printed.

14:25:30 22 And so having an idea or having a format is one
14:25:36 23 thing, but then I wanted somebody, because -- I don't know,
14:25:43 24 prior to her coming to G&H we had other people and it was
14:25:49 25 very complicated for me because we were dealing with so many

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14:25:29 1 different type of people. So I wanted a one-step solution.

14:25:24 2 So a one step solution is where she comes in, we

14:25:27 3 talk about what we need for a hotel and she takes it from

14:25:29 4 there. So, i.e., not just taking photographs for a brochure

14:25:34 5 but also make sure that it's properly printed, properly set

14:25:39 6 up, properly color separated and, you know, all of that.

14:25:43 7 So, right from day one to the end, to the final product on

14:25:47 8 my desk, so to speak, yes.

14:25:49 9 Q. Would you be present at a hotel when Ms. Lee
14:25:52 10 was working?

14:25:53 11 A. Doing what? You mean at a photo shoot?

14:25:57 12 Q. Taking pictures, yes.

14:26:00 13 A. Yes, mostly, mostly. Maybe not all but
14:26:06 14 mostly, yes.

14:26:04 15 Q. Mostly, perhaps 90 percent of the time?

14:26:05 16 A. Yes, probably, yes.

14:26:07 17 Q. So, can you describe how you would work with
14:26:08 18 her at the location, what actually was going on between
14:26:11 19 yourselves.

14:26:13 20 A. Well, we usually start -- depends what we
14:26:16 21 shoot. If we shoot a pre-opening brochure, obviously there
14:26:19 22 is only a mock-up for the shoot, so you have the mock-up
14:26:23 23 room from different angles, then you do a few detailed
14:26:27 24 shots, a few location shots, in order to have this brochure
14:26:30 25 that you have, you know, which is a three --

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14:27:10 1 A. Well, I mean if you see here, we have here how
14:27:16 2 many shots one, two, three, four shots. Right? So we
14:27:50 3 would take 20 or 25, because we need this for different
14:28:00 4 purposes. And the pre-opening brochure is something to be
14:28:07 5 mailed. In those days we mailed things, the internet was
14:28:10 6 not as developed as it is now. But it was used for all sort
14:28:14 7 of purposes, and to tease the and to inform the travel agent
14:28:16 8 that we are within a year opening this hotel.

14:28:22 9 So we had a little flyer here which goes in there
14:28:26 10 and it says this is what we're having, and these will be the
14:28:29 11 rooms, these are the restaurants, and we are opening this
14:28:32 12 hotel in one year's time or thereabouts.

14:28:35 13 Q. When you were present, who would actually be
14:29:00 14 taking the photographs?

14:29:40 15 A. Masano, the photographer.

14:29:40 16 Q. Can you give us his full name, if you know it?

14:29:45 17 A. I don't know his full name. As a matter of
14:29:50 18 fact, Regen. is using Masano for quite a while now, because
14:29:59 19 we appreciate his work and so, therefore, totally unrelated
14:30:34 20 to what's happening here, we work with Masano, and he has a
14:30:39 21 different set-up now. But -- so we had a lot of choices of
14:30:44 22 photographers but we choose to work with her because I knew
14:30:59 23 him and he knows what I want, so it's good to have a
14:31:13 24 consistency there.

14:31:14 25 Q. Who would have final approval as to what

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14:02:55 1 times she understands the way we wanted to do things. And
14:02:59 2 so, I think, since she's been to all the hotels and she has
14:03:03 3 seen the growth of the various properties, that they are all
14:03:07 4 different, we had a -- we had a certain thread of lifestyle
14:03:11 5 that went through each hotel, but it was important that they
14:03:15 6 were all different. But what bound them all together were
14:03:19 7 the brochures. So when you go to a travel agent and you
14:03:23 8 look at the brochures of many other competitors, you see our
14:03:27 9 brochures stand out.

14:03:34 10 And this is the full brochure -- because I didn't
14:03:38 11 answer the earlier question properly. This is a pre opening
14:03:42 12 brochure which has five or six photographs, this is a full
14:03:46 13 brochure of maybe 20 or 30 photographs.

14:03:46 14 Q. Okay. Why don't we just stop and let the
14:03:50 15 reporter mark that one.

14:03:59 16 A. When the hotel opened, we would do this
14:04:03 17 exercise, which is sometimes a week, 10 days, I don't know
14:04:07 18 how long it would take, but thereabouts.

14:04:09 19 Q. Let the court reporter mark The Leqian
14:04:13 20 brochure as 46.

14:04:15 21 A. So this is what we call a pre-opening brochure
14:04:19 22 and this is a regular brochure.

14:04:24 23 (Exhibit 46 marked for identification)

14:04:26 24 Q. So, at any time during the 10 years that you
14:04:30 25 worked with Jan'or, did she ever tell you that she believed

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14:04:34 1 she owned any of the rights to any of the photographs or
14:04:36 2 designs in either a pre-opening brochure or a brochure as in
14:04:40 3 exhibit number 46?

14:04:49 4 A. No. If she would have --

14:04:49 5 MR. FOME: Excuse me, can we have the question
14:04:59 6 read back again, please.

14:04:59 7 (Question read back.)

14:05:03 8 A. No. Because if she would have done, it would
14:05:08 9 have been her last day with us.

14:05:14 10 BY MR. SCHWARTZ:

14:05:14 11 Q. And why is that?

14:05:15 12 A. Because it makes it complicated. The very
14:05:19 13 fact is -- we worked with her for 10 years and the very fact
14:05:27 14 is that we have opened hotels in different parts of the
14:05:29 15 world, we could have gone to a different photographer. So,
14:05:29 16 for instance, America example, since we did the Getai
14:05:33 17 brochure, we had easily access to American photographers who
14:05:36 18 didn't have to fly all the way down from here. As a matter
14:05:40 19 of fact, the excess luggage that they bring along, the
14:05:46 20 lights, the this, the that, was quite substantial, and it
14:05:50 21 was stuck, I think, in customs at one stage.

14:05:52 22 So, to undergo this thing, you need to work with
14:05:54 23 somebody who understands what we want, number 1. But also
14:05:57 24 you don't want to have any problems. Because every country
14:06:00 25 has different laws and different regulations to this. So

14:36:03 1 for us it was an easy relationship, it was a full
14:36:06 2 understanding. Because we made full use of the brochures as
14:36:08 3 we feel fit, not just only for the brochures. We shot on
14:36:10 4 average, let's say, 100 photographs or more and used maybe a
14:36:12 5 third for a big brochure like this, and the rest was used,
14:36:14 6 the detailed shots, for magazines, for, you know, internal
14:36:16 7 promotions, for F&B promotions, whatever.

14:36:21 8 So, it would have been much easier and cost
14:36:24 9 effective to get a local firm. But we were insisting that
14:36:26 10 we have Junior and her team, because she wasn't alone
14:36:28 11 there -- but she wasn't the photographer, the photographer
14:36:30 12 was Masano, but she was part the team -- to come along and
14:36:32 13 set this up because she understood what we are doing.

14:36:34 14 Q. At any time -- to rephrase my question -- at
14:36:36 15 any time during the 10 years that you worked with Junior did
14:36:38 16 she ever use the expression "copyright"?

14:36:40 17 A. I can't recall that. I don't know.

14:36:42 18 MR. TOKE: You said, "I can't recall that"?

14:36:44 19 A. I can't recall, no.

14:36:46 20 MR. TOKE: No, I just couldn't hear you. Sorry.

14:36:48 21 A. I can't recall that.

14:36:50 22 As I said, I repeat again, if that conversation
14:36:52 23 had ever come up, that would have been her last day, for
14:36:54 24 sure.

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14:07:23 1 BY MR. SCHWARZ:

14:07:26 2 Q. And why is that?

14:07:28 3 A. Because it's complicated, as I just expressed.

14:07:29 4 Why would we go through all this exercise, when you work
14:07:31 5 with somebody for a long time who understands what you want
14:07:33 6 to do, bring her around the world, when we can have local
14:07:35 7 guys doing this. And she wasn't the -- that's why I'm quite
14:07:37 8 baffled, she wasn't the photographer. The photographer was
14:07:39 9 Masano. She was part of the photographer team.

14:07:40 10 Q. Okay. And during the time --

14:07:43 11 A. By the way, we didn't have any -- this is what
14:07:45 12 I've learned of course, so maybe I'm jumping the gun here a
14:07:47 13 little bit -- we had no understanding whatsoever that there
14:07:49 14 was a side deal between her and Masano, that Masano gave her
14:07:51 15 the right of the photography.

14:07:53 16 I work in the meantime with many other
14:07:55 17 photographers, and I've worked with photographers before, we
14:07:57 18 never had any issues. So, we never knew that, according to
14:07:59 19 Masano, she had the right of the photographs. Because that
14:08:01 20 was a side deal she did with him.

14:08:03 21 Q. When you refer to you've worked with many
14:08:05 22 photographers and you never had any issues, you mean no
14:08:07 23 photographer ever claimed that they own the intellectual
14:08:09 24 property and photographs --

14:08:11 25 A. No.

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14:09:19 1 Q. Let me finish. You have to let me finish.

14:09:22 2 That GHM took on behalf of the hotels and for which the
14:09:40 3 hotels paid.

14:09:43 4 A. Well, this -- this, to my knowledge, being in
14:09:55 5 this business for 40 years, being in the lifestyle business
14:10:00 6 and five-star business, this would be a very unusual
14:10:53 7 practice. I don't know which hotel group would do that.

14:10:55 8 But I find it absolutely unacceptable because in the hotel
14:11:08 9 business you have to use materials that you produce and pay
14:11:26 10 for in numerous forms. So, for anyone to put that
14:11:39 11 restriction on to a third company, I think would be very
14:11:51 12 difficult to work with.

14:11:53 13 Q. That's a good point.

14:11:56 14 Did Junior ever tell you at any point during the
14:12:10 15 10 years that any of the work, the photographs, that Masano
14:12:23 16 took with her or any of the work that she contributed to the
14:12:37 17 projects that you worked on, did she ever say that -- did
14:12:50 18 she ever say to you that she owned any intellectual property
14:13:03 19 rights in any of her photographs or any of the work that she
14:13:16 20 did?

14:13:41 21 A. No.

14:13:43 22 Q. Okay. Did she ever say to you any time during
14:13:56 23 the 10 years that you worked with her that she owned any
14:14:09 24 rights at all, not just intellectual property right or not
14:14:22 25 copyright, but that she believed she had any ownership in

14:38:59 - The photographs or the designs or any of the work that went
14:40:02 2 into the lifestyle materials that were produced?

14:40:04 3 A. No. Because if she would have any ownership,
14:40:07 4 there would have been a reference.

14:40:09 5 Q. And what do you mean by that?

14:40:19 6 A. Well, the reference is -- if you take a
14:40:33 7 photograph from Annie Leibovitz and she photographs a house
14:40:46 8 and it's published in 'Architectural Digest', then there's a
14:40:58 9 reference of her on the side or there's a reference on the
14:41:24 10 brochure. There's no reference of anything. The reference
14:41:36 11 is G&M and the reference is our marketing distributor,
14:41:50 12 Leading Hotels of the World.

14:41:52 13 Q. And, to you, what does that signify, that
14:42:06 14 there was no reference or credit to Junior on any of the
14:42:18 15 marketing materials?

14:42:42 16 A. Well, you know, she was paid for a job, she
14:42:44 17 delivered the job, and that I would consider the end of her
14:42:49 18 job.

14:42:50 19 Q. So --

14:42:57 20 A. So, if there would be a claim -- and, again,
14:43:05 21 as I said, I worked with her for 10 years -- if there would
14:43:09 22 be a claim at any time during the 10 years, she would say to
14:43:12 23 me, "Well, you know, this is my brochure, I would like to
14:43:16 24 have a reference here, you know, I did this," which I would
14:43:20 25 have never agreed.

144328 1 (Answer read back.)

144329 2 A. So while, in contrast to this brochure here,

144330 3 this is the hotel brochure here of "the Taggart," we print

144331 4 1,000 brochures, the whole 1,000 brochures expense goes to

144332 5 the agent. So I just wanted to make the difference between

144333 6 the two, between the corporate brochure and the hotel

144334 7 brochure.

144335 8 BY MR. SCHWARTZ:

144336 9 Q. At any time after Junior was paid by the

144337 10 hotels did she then claim no you that she had ownership

144338 11 rights in the photographs or any of the marketing materials?

144339 12 A. No.

144340 13 Q. Okay.

144341 14 A. Because, as I said, we -- we took, let's say

144342 15 on average 100 photographs, I don't know exactly, but in

144343 16 it's brochure here, which is a very comprehensive brochure,

144344 17 the hotel brochure, we have maybe 30 photographs, 40, and

144345 18 the rest we used at liberty for various publications, for

144346 19 various promotions, for in-house, in the lifts and, you

144347 20 know, for promotion, etc.

144348 21 Q. When you used the expression "at liberty", can

144349 22 you elaborate on what you meant?

144350 23 A. Yes. Once the disk was given, then it was

144351 24 ours and we used all the photos the way we see fit.

144352 25 Q. Okay. What do you mean by "the disks"?

14:44:32 1 A. Well, I mean, okay, in those days, we were
14:44:34 2 handed when the job was done by Junior Lee, we were
14:44:37 3 handed a disk, I mean a CD-ROM, so one was given to the
14:44:40 4 hotel and one was given to us -- "us" as in head office
14:44:43 5 copy.

14:44:47 6 Q. Okay. And was there any markings on the
14:44:50 7 photographs on the disks indicating that Junior Lee was
14:44:52 8 asserting rights to the photographs?

14:44:54 9 A. Absolutely none.

14:44:56 10 Q. Okay. And what would --

14:44:59 11 A. Because if there would be, because they were
14:45:02 12 not used only by myself, I mean my job was then finished and
14:45:05 13 then it was handed over to the marketing department, and if
14:45:08 14 it would be the case, the marketing department would have
14:45:11 15 definitely come back to me and said, "What's this?"

14:45:14 16 Q. Okay. So, there were two CDs delivered; is
14:45:18 17 that correct?

14:45:19 18 A. Generally, yes.

14:45:20 19 Q. One to --

14:45:23 20 A. I mean -- yes. Maybe not in quantity but one
14:45:26 21 set for the hotel and one set for the office.

14:45:27 22 Q. I meant there were two sets delivered?

14:45:29 23 A. Yes, two sets.

14:45:32 24 Q. And to your knowledge did the set that was
14:45:35 25 sent to the hotel have any markings on it that said "Owned

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14:45:32 1 by Junior Lee" or anything to that effect?

14:45:39 2 A. I don't know that, because -- no. I don't

14:45:46 3 know. No.

14:45:53 4 MR. TOKS: You said "No" or "I don't know"?

14:45:59 5 A. I don't know.

14:46:06 6 MR. TOKS: You don't know. Okay. I'm asking for

14:46:13 7 clarification. Thank you.

14:46:19 8 A. I don't know.

14:46:26 9 BY MR. SCHWARTZ:

14:46:33 10 Q. Did Junior at any time tell that you there was

14:46:40 11 a limit to the ways that the hotels could use the

14:46:47 12 photographs?

14:46:54 13 A. No. And, again, that would have been totally

14:47:01 14 unacceptable to me.

14:47:08 15 Q. To your knowledge, over the 10 years that you

14:47:15 16 worked with her and had the course of conduct that you have

14:47:22 17 described, is it your understanding that Junior Lee

14:47:29 18 understood that she didn't own the rights?

14:47:36 19 A. Again, as I said, I'm here at my own free

14:47:43 20 will, I'm not -- I'm repeating myself -- I've worked with

14:47:50 21 Junior for 10 years and I'm baffled that this comes up. So,

14:47:57 22 I mean, no, we never had a conversation about any of this.

14:48:04 23 Q. Okay. At the time -- again, just the lawyers

14:48:11 24 have to do this to clarify things -- at the time, during the

14:48:18 25 10 years that you were working and supervising Junior Lee,

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14:46:57 1 would it be fair to say you supervised her?

14:46:58 2 A. Well, I approved the final product.

14:46:59 3 Q. Okay.

14:47:00 4 A. Supervised, no, because she has her own

14:47:01 5 company and she produced the product for us and once it was

14:47:02 6 agreeable then it was printed.

14:47:03 7 Q. Okay. So, during the time that you were --

14:47:04 8 A. So if you mean supervising, no, because we had

14:47:05 9 a certain standard when it comes to, as I said, to the print

14:47:06 10 run and this and that. She always did that by herself.

14:47:07 11 That's what she gets paid for. We didn't want to be

14:47:08 12 supervising all this.

14:47:09 13 Q. Okay. So, during the time of the 10 years

14:47:10 14 that you had final authority over Junior for the products

14:47:11 15 that were to be delivered to you on behalf of the hotels,

14:47:12 16 what was your understanding of who owned the photos?

14:47:13 17 A. The hotel.

14:47:14 18 Q. And why?

14:47:15 19 A. The hotel paid for it.

14:47:16 20 Q. Okay. If you don't mind, I need to take a

14:47:17 21 break, just for a men's room break.

14:47:18 22 VIDEOGRAPHER: Going off the record. The time is

14:47:19 23 2:47 p.m.

14:47:20 24 (2:47 p.m.)

14:47:21 25 (Recess taken.)

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14:54:54 1 (7:55 p.m.)

14:55:00 2 VIDEOGRAPHER: Back on the record. The time is

14:55:07 3 2:55 p.m.

14:55:44 4 BY MR. SCHWARTZ:

14:55:45 5 Q. During the 10-year period that you worked with

14:55:54 6 Junior and had approval over the work that she was

14:56:00 7 commissioned to do by you or behalf of the hotels, did you

14:56:06 8 and Junior or did anyone on behalf of General Hotel

14:56:07 9 Management and Junior ever sign a specific agreement

14:56:12 10 regarding her work?

14:56:14 11 A. I certainly didn't.

14:56:15 12 Q. And during the time that you worked with

14:56:16 13 Junior over the 10 years, would it be fair to say that you

14:56:23 14 developed a pattern and a course of conduct of how you would

14:56:25 15 work together with her?

14:56:27 16 A. Well, absolutely. That's why the relationship

14:56:29 17 lasted as long as it did. And it was very easy because, you

14:56:32 18 know, she understood what we wanted, we worked with her very

14:56:37 19 well, we liked her work. Absolutely.

14:56:39 20 Q. Okay. And, again, at no point during that

14:56:42 21 course of conduct over 10 years did she ever indicate in any

14:56:47 22 way at all, whether in writing or oral, that she believed

14:56:50 23 that she owned any rights in any of the photographs that

14:56:56 24 were taken when she worked under your --

14:56:59 25 A. Well, certainly not in writing. Oral,

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14:57:01 - I cannot recall anything, and I don't think so. As I said,
14:57:03 2 my reaction would have been very different to that.

14:57:10 3 Q. And what would your reaction have been?

14:57:13 4 A. Well, if she would have asked me this, I would
14:57:15 5 have said, "Well, it's too complicated for us, so we find
14:57:20 6 somebody else."

14:57:27 7 Because the reason way we went with her is it was
14:57:29 8 a one-stop solution, as I mentioned. Because the moment you
14:57:34 9 start taking photographs, using the photographs for
14:57:39 10 different publications -- i.e., media, print media, our own
14:57:44 11 publications, internet, etc., etc. -- it's a very
14:57:49 12 complicated thing. And so, for us, it was -- it was much
14:57:54 13 better to go with one person than having dealt with so many
14:57:59 14 people. And it would have made our working, or working with
14:58:04 15 anyone, very complicated.

14:58:09 16 Just, can you imagine, you have to ask anyone, or
14:58:14 17 you have to ask somebody who owns a photograph, every time
14:58:19 18 you use that for something else, for permission. I mean,
14:58:24 19 this is just -- never mind whether there should be a payment
14:58:29 20 or not. Right? But this -- this is -- I've never heard
14:58:34 21 this in our industry, and I'm a captain of this industry.

14:58:38 22 Q. So, that's a good point you brought out. At
14:58:43 23 any time did Junior Lee ask you for payment for the use of
14:58:48 24 the photographs in the brochure itself?

14:58:53 25 A. No. It was one payment, it was done by the

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14:58:19 1 hotel, it was end of story.

14:58:23 2 Q. Okay.

14:58:25 3 A. No.

14:58:28 4 Q. Did Junior ever --

14:58:31 5 A. And this was for 10 years. So, obviously, if

14:58:34 6 something went wrong afterwards, I don't know. But for

14:58:37 7 10 years nobody asked, nobody paid. So ...

14:58:40 8 Q. Nobody asked for a license fee

14:58:43 9 A. That's right, yes.

14:58:46 10 Q. -- and nobody paid a license fee?

14:58:49 11 A. And nobody paid a license fee.

14:58:52 12 Q. She was paid her -- whatever her bill was, she

14:58:55 13 was paid?

14:58:58 14 A. She was paid her fee, and that was the end of

14:59:01 15 it.

14:59:04 16 Q. Okay. Did Junior Lee ever tell you at any

14:59:07 17 point during the 10 years that you had your course of

14:59:10 18 conduct and working relationship with her that the photos

14:59:13 19 could not be used to market the hotels?

14:59:16 20 A. Well, the whole purpose of this was marketing

14:59:19 21 the hotels. No.

14:59:22 22 Q. So, she never said that?

14:59:25 23 A. Well, otherwise, why would I engage her? The

14:59:28 24 whole purpose is it's a marketing tool.

14:59:31 25 Q. Okay.

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14:58:10 1 A. It's not something --

14:58:13 2 MR. TORR: I'm sorry, can we go back two questions
14:58:14 3 before that. I didn't quite -- the answer was quick.

14:58:46 4 MR. SCHWARZ: Okay.

14:58:40 5 (Questions and answers read back.)

14:59:48 6 Q. Okay.

14:59:51 7 A. They are not for decorative purposes, like in
14:59:53 8 the room or whatever. Therefore, the entire purpose of this
14:59:55 9 is marketing. It's positioning. And marketing positioning
15:00:00 10 is a big -- it has a big umbrella, it entails all sorts of
15:00:06 11 mediums, including internet and, nowadays, of course, the
15:00:12 12 use of computer -- not computer, iPhones and all of that
15:00:15 13 sort of thing, you know. So this is -- of course, it's
15:00:19 14 different all the time.

15:00:21 15 Q. Okay.

15:00:27 16 A. So I would not see that we would restrict
15:00:29 17 ourselves, as we need to go with the times. To restrict
15:00:32 18 ourselves, doing it only for a brochure or only for a film
15:00:35 19 or only for a specific promotion, I mean, it makes no sense
15:00:39 20 to me.

15:00:31 21 Q. And not only did it not make sense to you but
15:00:36 22 Junior has never asked --

15:00:40 23 A. No.

15:00:41 24 Q. Let me just finish the question. She never
15:00:45 25 asked for -- she never claimed that she reserved the right

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15:51:51 1 A. Yes.

15:51:54 2 Q. Okay. And, again, just as you testified
15:51:56 3 earlier, a copy of this estimate would have gone to Puri and
15:51:58 4 a copy of it would have been on your desk?

15:51:59 5 A. Yes.

15:52:00 6 Q. For both of you to approve; correct?

15:52:01 7 A. Yes.

15:52:03 8 Q. Okay.

15:52:04 9 A. I would -- I would ask Puri whether this is
15:52:06 10 within his budget and if it's well within the budget, it was
15:52:08 11 the end of my story, in terms of the documentation, because
15:52:10 12 he would have to take care of the payment thereafter.

15:52:14 13 Q. Understood.

15:52:15 14 MR. SCHWARZ: I'm just going to make one
15:52:16 15 objection, because I think that the document is not or may
15:52:18 16 not be the document that Mr. Orleans was thinking he saw,
15:52:19 17 because there's a handwriting arrow at the bottom, and
15:52:20 18 I just don't know whether that arrow was there at the time
15:52:22 19 or that has been added subsequent to the date.

15:52:23 20 MR. TOKE: Fair enough. I --

15:52:24 21 A. I didn't sign anything here.

15:52:25 22 MR. TOKE: No, no. Let me respond to that.

15:52:26 23 A. Did I sign something? There's not my
15:52:28 24 signature on here.

15:52:29 25 MR. SCHWARZ: No.

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15:52:46 1 MR. TOXE: Let me respond to that. I can
15:52:48 2 represent that no one at Wave or her counsel, or its
15:52:50 3 counsel, has added that marking. And, to be honest, we
15:52:52 4 don't know where that marking came from. Okay?

15:53:01 5 But this document is Dates labeled TWS03b5/21 to
15:53:04 6 TWS03b5/22.

15:53:12 7 Q. You testified earlier, Mr. Ghentz, that your
15:53:14 8 understanding was because the hotels were the parties that
15:53:16 9 paid for the photo shoots --

15:53:18 10 (Interception from cell phone ringing.)

15:53:19 11 A. Sorry about that. I forgot to turn it off.
15:53:21 12 Can you repeat, please?

15:53:23 13 Q. Of course. Because the hotels were the
15:53:25 14 parties that paid for the photo shoots --

15:53:27 15 A. Yes.

15:53:29 16 Q. -- they were the owner of the copyrights to
15:53:31 17 the photos that were the product of those photo shoots; is
15:53:33 18 that correct?

15:53:35 19 A. Right.

15:53:37 20 Q. Okay. And the basis for that is because they
15:53:39 21 paid for it; correct?

15:53:41 22 A. They paid for it.

15:53:43 23 Q. Okay.

15:53:45 24 A. Because, as a hotelier, you have to justify
15:53:47 25 what you spent to an owners' committee. And if you tell an

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15:54:00 1 owners' committee that you have limited rights to certain
 15:54:05 2 things, when you go through all this rigmarole here,
 15:54:10 3 bringing people from all over here, from Singapore and this
 15:54:40 4 and that, here and there, the owner would immediately say,
 15:54:55 5 "you've got to be joking me. Why are you not taking
 15:55:04 6 somebody locally?"

15:55:05 7 Q. Right. Okay. So, let's say, for example --
 15:55:07 8 let's look at exhibit 53, again. It's still in front of
 15:55:09 9 you?

15:55:09 10 A. Yes.

15:55:09 11 Q. Okay. So, as you said, the client is the
 15:55:09 12 hotel; correct? And it's addressed to Mr. Suri, who is the
 15:55:10 13 general manager; correct?

15:55:11 14 A. Yes.

15:55:11 15 Q. So, the client is The Serai Miami?

15:55:16 16 A. Mm-hm.

15:55:16 17 Q. Okay. And the only other party to this
 15:55:21 18 document is The Wave Design, right, signed by Junior at the
 15:55:24 19 bottom; correct?

15:55:28 20 A. Mm-hm.

15:55:29 21 Q. So, really, the only two parties in this
 15:55:30 22 document are The Wave Design and The Serai; correct?

15:55:33 23 A. Yes.

15:55:34 24 Q. Okay. SHK is not named on this document;
 15:55:39 25 correct?

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15:55:33 1 A. No. That's right.

15:55:41 2 Q. Nor is GEM a party to this document; correct?

15:55:48 3 A. Correct.

15:55:54 4 Q. Okay. So the only potential two parties that

15:56:02 5 could own the copyrights to the photos that were part of the

15:56:10 6 photography in this invoice are either The Wave Design or

15:56:18 7 The Setai; correct? The only possible?

15:56:26 8 A. Well, it's the Setai --

15:56:34 9 MR. SCHWARZ: Objection, calls for --

15:56:42 10 A. -- as far as I'm concerned.

15:56:50 11 MR. SCHWARZ: Well a second. Objection, it calls

15:56:58 12 for a legal conclusion. You can answer the question.

15:57:06 13 BY MR. TOKE:

15:57:14 14 Q. So, I'm just saying the only two possible

15:57:22 15 choices?

15:57:30 16 A. No, because it's The Setai because they paid

15:57:38 17 for it. Because this copyright issue never came up until

15:57:46 18 very recently. And, again, I repeat what I said, I'm amazed

15:57:54 19 that this comes up and that it's happening, what I'm doing

15:58:02 20 here today.

15:58:10 21 Q. Yes.

15:58:18 22 A. Unbelievable.

15:58:26 23 Q. No, no, I understand the answer. All I'm

15:58:34 24 saying is -- I'm not asking you to say which one it is.

15:58:42 25 I understand --

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15:56:32 1 A. As far as I'm concerned, it belongs to The
15:56:34 2 Setai.

15:56:36 3 Q. I totally understand. And I think you've
15:56:38 4 testified, once again, that the reason it is owned by The
15:56:40 5 Setai is because The Setai paid for it; correct?

15:56:42 6 A. All I'm saying is there are only two companies
15:56:44 7 that are part of this document; correct?

15:56:46 8 A. There are two signatures on there, that's
15:56:48 9 right, yes.

15:56:50 10 Q. Right. One for The Wave Design and
15:56:52 11 Mr. Puri for The Setai; correct?

15:56:54 12 So, there are only two possible entities that
15:56:56 13 could own the copyrights to the photographs?

15:57:00 14 A. This is hypothetically.

15:57:02 15 Q. Yes, absolutely hypothetically. I'm saying
15:57:04 16 there are -- because there are only two parties to this
15:57:06 17 document --

15:57:08 18 A. Well, now, are we engaging in hypotheticals
15:57:10 19 here?

15:57:12 20 Q. Yes.

15:57:14 21 A. I don't know, but -- (simultaneous speakers --
15:57:16 22 unclear)

15:57:18 23 Q. I'm entitled to ask you the question.

15:57:20 24 A. I'm in an American court here, but --

15:57:22 25 Q. I'm entitled to ask you the question.

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15:57:15 1 COURT REPORTER: Excuse me, one at a time.

15:57:16 2 BY MR. TOKE:

15:57:22 3 Q. I'm entitled to ask you the question.

15:57:23 4 All I'm saying is

15:57:25 5 A. Okay.

15:57:26 6 Q. -- I'm not asking you to draw a conclusion --

15:57:28 7 A. Then hypothetically, I suppose so, yes.

15:57:29 8 COURT REPORTER: Just a minute. Excuse me, one at

15:57:32 9 a time, please.

15:57:33 10 BY MR. TOKE:

15:57:35 11 Q. You can repeat the answer. What did you say?

15:57:36 12 A. Hypothetically, I suppose, because we have two

15:57:38 13 signatures here. But one signature is for an offer, the

15:57:40 14 other signature is for paid for the offer.

15:57:42 15 Q. Right. Understood.

15:57:43 16 A. Right? So I don't understand how the one who

15:57:45 17 gives an offer, if I buy a car, I sign a purchase agreement.

15:57:46 18 Right? So now can, at the end of the day, if I pay for the

15:57:48 19 car, the guy says, "No, no, no, you can only drive the car

15:57:50 20 for 100 miles, the rest you have to pay me separate. It's a

15:57:52 21 license fee." Sorry. This is a purchase agreement, the way

15:57:53 22 I read it, the way I see it. And I'm not a lawyer, I'm

15:58:00 23 sorry, but --

15:58:03 24 Q. I understand.

15:58:04 25 A. So, as far as I'm concerned --

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15:48:00 1 COURT REPORTER: Just a minute.

15:59:05 2 A. -- as far as I'm concerned, it's The Setai who
 15:59:07 3 gives the instruction for work to be done and I assure the
 15:59:10 4 Setai paid for it. I don't know.

15:59:12 5 BY MR. TOKEL:

15:59:17 6 Q. No, I understand that. And, fair enough, I'm
 15:59:19 7 not challenging that part of your testimony. I understand
 15:59:21 8 that that's what you believe and that's what you've said.

15:59:29 9 All I'm asking is, hypothetically, there are only
 15:59:32 10 two possible companies that could own the copyright to --

15:59:33 11 A. I don't believe in hypotheticals.

15:59:35 12 COURT REPORTER: Just a minute. Just a minute.

15:59:37 13 BY MR. TOKEL:

15:59:39 14 Q. You have to answer the question, though.

15:59:41 15 I'm saying, hypothetically speaking --

15:59:43 16 A. Do I have to answer the question?

15:59:45 17 MR. SCHWARZ: He answered the question, saying he
 15:59:48 18 doesn't believe in hypotheticals.

15:59:50 19 BY MR. TOKEL:

15:59:52 20 Q. Well, I'm asking you -- you've already said
 15:59:55 21 there are only two companies that are part of this document?

15:59:57 22 A. Yes.

15:59:59 23 Q. So, all I'm saying is, the only two companies
 16:00:02 24 that could possibly own the copyright are either The Wave or
 16:00:05 25 The Setai. I understand that you have a position that The

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15:56:56 1 Setai is the owner. I'm just saying there's only two

15:59:00 2 possibilities: either Wave owns it or The Setai owns it?

15:59:00 3 A. No.

15:59:01 4 Q. Okay.

15:59:02 5 A. That's my answer.

15:59:06 6 Q. Your answer is no, there's no possibility?

15:59:08 7 A. My answer is no. There's only one owner.

15:59:12 8 Q. Only one possibility?

15:59:13 9 A. No. There's no other possibility. There's

15:59:15 10 one owner.

15:59:16 11 Q. Okay.

15:59:18 12 A. She got paid for what she offered.

15:59:19 13 Q. Okay.

15:59:19 14 A. There's one owner. I mean, I don't -- I don't

15:59:21 15 see how there could be a possible other owner.

15:59:25 16 Q. Have you ever -- no. Okay.

15:59:31 17 So, if there's no other possible owner but in your

15:59:33 18 mind The Setai, clearly -- so, GEM did not own the copyright

15:59:37 19 to the photos; correct?

15:59:47 20 A. I'm not part of GEM. This is my view and it's

15:59:53 21 the view I take. It's very clear here. If you show this to

15:59:57 22 a third party here, this is an offer, and, assuming he paid,

16:00:01 23 this is the guy who owns it.

16:00:02 24 Q. And when you were at GEM, that was your

16:00:05 25 understanding?

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16:00:05 1 A. Absolutely.

16:00:06 2 Q. Okay. So your understanding was that the
16:00:08 3 owner of the copyrights to the photographs were the hotels?

16:00:12 4 A. Yes.

16:00:17 5 Q. When you were at GEM?

16:00:24 6 A. Correct.

16:00:30 7 Q. And it was not GEM, it was the hotels?

16:00:37 8 A. It was the hotels, yes.

16:00:40 9 Q. Okay. So, what was the basis for GEM's using
16:00:46 10 the photographs that were owned by the various hotels in the
16:00:50 11 various brochures and the A4 brochure, for example? Where
16:00:54 12 was the permission from the hotels to GEM to use those
16:00:58 13 photographs owned by the hotels given?

16:01:03 14 A. There's no permission given. If you look at
16:01:09 15 the management agreement, the management agreement says GEM,
16:01:15 16 who represents the interests of the owner, has all the
16:01:21 17 rights to use all means and ways of maximising the exposure
16:01:27 18 and the positioning of the hotel. Because we are going to
16:01:33 19 be judged by our results.

16:01:39 20 And so, therefore, if somebody pays for something
16:01:45 21 and I have 100 photographs, I'd better make sure that I use
16:01:51 22 these 100 photographs as often as many as I can. Because
16:01:57 23 I cannot justify this other management company otherwise,
16:02:03 24 that if there is a limitation attached to it, how would I,
16:02:09 25 as a third party manager, justify this to the owner? And he

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10:07:39 1 Times, that it's because they paid for it?

10:07:44 2 A. Yes.

10:07:47 3 Q. Right? Okay.

10:07:49 4 A. Because we never talked about copyrights.

10:07:53 5 Q. Well, except that these documents --

10:07:55 6 A. Yes, no, I understand, I understand.

10:07:58 7 Q. These documents say something about copyright

10:08:00 8 and -- (simultaneous speakers - unclear)

10:08:04 9 A. Yes, yes, I understand. I can -- I know what

10:08:06 10 it says.

10:08:08 11 Q. Okay. And do you believe that others at GIM

10:08:10 12 had the same view that you did, that the copyrights to the

10:08:12 13 photographs of the various properties were owned by the

10:08:14 14 hotels?

10:08:16 15 A. I can't speak for others. I don't know.

10:08:19 16 Q. Okay. We were talking earlier about Kendall

10:08:21 17 Gel, he was the director. Would you say he was like

10:08:23 18 number 3 in the company?

10:08:25 19 A. He was representing Adrian Zecha's interests.

10:08:27 20 He was there. So there was no such -- he didn't get

10:08:29 21 involved in the day-to-day operation or anything like that.

10:08:31 22 He was representing his interest. So, I wouldn't classify

10:08:33 23 as number 3. He was a director.

10:08:35 24 Q. He was the director of the company?

10:08:37 25 A. Yes.

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16:08:47 - photographs only for a limited for limited use.

16:09:02 2 So this -- yes, I can see what it says here, but
16:09:34 3 in the 10 years I was working with Junior this was never an
16:09:56 4 issue.

16:09:58 5 Q. Okay. And the was because --

16:09:59 6 A. Because, I repeat again, if that would have
16:10:32 7 come up, if she would have acted upon it, it would have been
16:10:51 8 the last time I would have been working with her.

16:10:58 9 Q. Wouldn't that --

16:10:59 10 A. Because it creates a problem.

16:11:09 11 Q. I understand.

16:11:09 12 A. Because in our industry you need to have all
16:11:37 13 sorts of spreads to do the message. In those days, it was
16:11:48 14 travel agencies, brochures, newspapers, magazines, etc.,
16:12:22 15 etc. Nowadays it's -- and then, of course, the internet,
16:12:36 16 nowadays. I's, I mean, all sorts of things.

16:12:50 17 Q. I understand. I --

16:12:54 18 A. So if you limit anything to anyone --

16:12:58 19 Q. At this point --

16:12:59 20 MR. SCHWARTZ: No, no, you can't interrupt him.

16:13:04 21 That's --

16:13:35 22 MR. TOKE: He's not answering the question. He's
16:13:57 23 just going on a colloquy.

16:14:07 24 MR. SCHWARTZ: Okay.

16:14:12 25 A. I'm answering the question.

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16:38:47 1 photographs." I can show it to you. The guy sent it to me,
16:39:01 2 one of our ex-staff, and they were quite perplexed, you see.
16:39:09 3 So, meaning the Latin, quite clearly, used the photographs
16:39:58 4 well after GEM has left, and rightly so, because they're
16:40:03 5 theirs.

16:40:03 6 Q. Even until last week?

16:40:04 7 A. They could not use -- what they could not use
16:40:07 8 is the format that we had established and the logo of GEM.
16:40:12 9 Everything else they can use until the does come home, as
16:40:15 10 far as I'm concerned.

16:40:16 11 Q. As far as you're concerned. Okay. That's
16:40:17 12 fine.

16:40:18 13 When we were looking at the various production
16:40:21 14 estimates, you looked below and you said, "Yes, they always
16:40:24 15 have that similar language" --

16:40:25 16 A. Yes.

16:40:26 17 Q. -- "that Wave reserves all the intellectual
16:40:28 18 property copyrights to the" --

16:40:31 19 A. Yes.

16:40:31 20 Q. -- "including photographs". Correct?

16:40:31 21 A. Yes.

16:40:36 22 Q. Okay. You just read that today?

16:40:33 23 A. No. Well, I mean, I'm aware of it. But, you
16:40:36 24 know, it's one of those typical small prints you never read,
16:40:38 25 you know. But --

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16:40:10 1 Q. Okay. When did you --

16:40:12 2 MR. SCHWARZ: Let him finish.

16:40:14 3 BY MR. TOKE:

16:40:17 4 Q. Go ahead.

16:40:18 5 A. It's one of those typical small prints you

16:40:19 6 never read.

16:40:20 7 And there was never an issue with the rights of

16:40:21 8 who owns the photographs. If there would have been ever

16:40:22 9 brought up, this would have been immediately put to bed.

16:40:23 10 And, as I said again, or I repeat, I repeat for the fifth

16:40:24 11 time already, she would not have had a job with us.

16:40:25 12 Q. I understand. So you said --

16:40:26 13 MR. SCHWARZ: No, no --

16:40:27 14 MR. TOKE: He can't keep going on these -- I'm

16:40:28 15 trying to --

16:40:29 16 MR. SCHWARZ: You can't interrupt the witness.

16:40:30 17 It's not fair. So, let him finish.

16:40:31 18 BY MR. TOKE:

16:40:32 19 Q. Go ahead, if you want to.

16:40:33 20 A. So, what I'm saying is if you put yourself

16:40:34 21 into a situation of a hotel company whose job it is to

16:40:35 22 manage a third party asset and part of the management is to

16:40:36 23 use photography that is done by a photographer, it is

16:40:37 24 totally counterproductive to give a photographer a license,

16:40:38 25 saying, "This is your photography," and every time I want to

Dep - CA No.13-CV-09239-CS-PED

23 September 2015

16:41:46 1 use it for whatever device or whatever means, I have to go
16:41:53 2 back to you. I mean, absolutely unheard of, and totally
16:41:59 3 counterproductive.

16:42:08 4 The very reason why I went with her is because it
16:42:15 5 was worry free. So yes, I see it, because I'm not saying
16:42:22 6 that you have put it on there before. But it was
16:42:29 7 inconsequential because she never acted upon it.

16:42:36 8 Q. So, you're telling me that when you got those
16:42:43 9 production estimates you would see that language?

16:42:50 10 A. Well, no.

16:42:56 11 Q. Or, when did you first read that language?

16:43:03 12 A. Yes and no. Because what I look at ultimately
16:43:10 13 in these estimates is to see that what I wanted her to do is
16:43:17 14 here, because that ultimately is what the hotel pays. Then
16:43:24 15 I see the price, which I really was not too concerned about
16:43:31 16 because, as I said earlier on, if it fits within the budget,
16:43:38 17 and if it's too much -- she also then bargained with the
16:43:45 18 hotel, which is fine, because she did that between the
16:43:52 19 general manager, and definitely, I remember, with Puri,
16:43:59 20 because Puri is a bit of a tight arse and she would have
16:44:06 21 definitely -- I'm sure there was another estimate here which
16:44:13 22 was higher. So it was negotiated, I'm quite sure. And she
16:44:20 23 was always very open to that. Okay? So, other than --

16:44:27 24 Q. And that's because

16:44:34 25 MR. SCHWARTZ: No, no.

Exhibit F

WAVES

36A Saga Street Singapore 059027. T (65) 6227 3700 F (65) 6227 3871

production estimate

client Mr Andre Kretschmann - The Chedi, Muscat
 product The Chedi, Muscat - Corporate Brochure
 version 1
 date 9th February 2003
 description Designing and overseeing production (up to colour separation stage) of
 a
 Corporate Brochure (English) - 28pp including cover, tracer and
 pocket
 including 6pp tariff Insert for The Chedi, Muscat

CHARGES _____ S \$

1. Design Concept	: \$ -
2. Layout / Art Direction	: \$ 2,000.00
3. Finished Artwork (English)	: \$ 3,000.00
4. Copywriting	: \$ 400.00
5. Colour Indication and Films Checking	: \$ 500.00
6. Studio materials (Col. prints, Art cards & etc)	: \$ 500.00
7. Misc. (Transportation, Phone, Fax, Courier & etc)	: \$ 500.00
8. Colour Separation	: \$ 3,605.00
9. Printing - Brochure and Tariff (10,000 sets)	: \$ 14,892.80
TOTAL	: \$25,397.80

Note :

The invoice amount is the amount due nett of any applicable

estimate prepared by _____ client's approval _____

date 9th February 2003 date _____

- Terms of payment: 50% on commencement, balance on completion.
- In the event of cancellation, all creative & administrative work undertaken to that point is deemed payable.
- This is an estimate only. A subsequent change in specifications or briefing will necessitate a revised quote.
- We will proceed on the basis that this estimate is wholly acceptable unless advised to the contrary in writing before the work is undertaken.
- 6% interest will be charged from due date of all invoices / debit notes until full payment is made.
- We reserve the intellectual property copyright to all designs / projects undertaken.

TWS0355581

Exhibit G

From: Jlee <jlee@thewave-studio.com>
Subject: Re: Interior Design magazine - photography credit for the Chedi Muscat
Date: September 27, 2007 1:49:40 PM SST
To: <ghmadrin@singnet.com.sg>

Hi Alvin,

I don't mind replying her directly but it is not appropriate.
So, kindly advise her to place in The Wave Studio.
That is our standard credit.

Cheers,
jr

On Sep 27, 2007, at 10:18 AM, Alvin Fong wrote:

Hi Junle,

Do you want reply to her below? Or is there a standard credit we can give out to anybody?

Thank you and remain with best regards
Alvin Fong
General Hotel Management Ltd
No.1 Orchard Spring Lane
#04-02 Taurus Court
Singapore 247729
Tel : (65) 6 223 3755
Fax : (65) 6 221 1535
E-mail : alvin@sghmhotels.com

From: Edwards, Meghan (RDI-US) [<mailto:meaghan.edwards@redhillsbusiness.com>]
Sent: Thursday, September 27, 2007 3:09 AM
To: ghmadrin@singnet.com.sg
Subject: Interior Design magazine - photography credit for the Chedi Muscat
Importance: High

Dear Alvin Fong,

I'm writing on behalf of Interior Design magazine. We're using an image that you sent us of the Chedi Muscat in Oman in our October issue.
What should the photography credit be for this image?

As we're on deadline, please respond as soon as you receive this.

Many thanks,

Meghan Edwards

Editorial Assistant
Interior Design
350 Park Avenue South, 17th Fl.
New York, NY 10010
846.448.697
meaghan.edwards@redhillsbusiness.com

Exhibit H

See Soo Eng - GHM

From: "See Soo Eng - GHM" <seeeng@ghmhotels.com>
 To: "Junior Lee" <jlee@newwave-design.com>
 Cc: "Eleanor Hardy" <gm@cheri-chiangmai.com>
 Sent: Tuesday, May 16, 2006 12:43 PM
 Subject: Fw: Update photo shoot

Dear Jr

Besides what you think is best representing The Chedi, Chiang Mai, please see list of pictures that I require:

Day pictures always

1. Hotel from street / river
2. Reception counter
3. Lobby Lounge
4. Shop
5. Hotel ground, i.e. garden, water garden
6. Spa entrance, reception, shop, treatment room - single and double, after treatment area
7. Restaurant exterior, i.e.
 - a. House
 - b. New section restaurant (please take from Riverview)
 - c. Seating within restaurant & exterior casual seating
 - d. Seating within new section
 - e. Open plan kitchen
 - f. House - upper section / inside and outside seating
 - g. Terrace Bar on 2nd level
 - h. Bar on ground level
8. Gym & yoga room
9. Meeting room - set-up:
 - a. In smaller room / boardroom
 - b. Larger room as cluster style and u-shape
10. Pool
11. Guestroom - please retake:
 - a. Deluxe Room
 - b. Club Suite - bedroom and sitting area
 - c. Balcony, exterior, i.e. take it from top of spa house to show size of balcony with daybed
 - d. Entrance gate of guestroom
 - e. Courtyard of guestroom, please show with an open "swing door" of Club Suite
 - f. Washroom / shower / bathtub of Deluxe room and Club Suite
12. Club Lounge plus open-end terrace

Thanks & regards

See Soo Eng

Director of Sales & Marketing

GHM Sales Office:

No. 1 Orchard Spring Lane #04-02 Tourism Court

Singapore 247729

Email: seeeng@ghmhotels.com

Tel: (65) 6 221 5250

Fax: (65) 6 221 6272

Int'l Toll-Free Tel: 001 800 65 1188 (Thailand)

Visit our website @ www.ghmhotels.com

The Nam Hai, Hoi An, Vietnam opening December 2006

----- Original Message -----

16-May-2006

Exhibit I

See Soo Eng - GHM

From: "See Soo Eng - GHM" <ssoeng@ghmhotels.com>
To: "Jr lee" <jlee@thewave-designs.com>
Cc: "Eleanor Hardy" <gm@chedi-chiangnai.com>
Sent: Wednesday, May 17, 2006 12:40 PM
Subject: Re: Update photo shoot

Dear Jr

Please also include image of fireplace at lobby.

Regards
See Soo Eng
Director of Sales & Marketing

GHM Sales Office:
No. 1 Orchard Spring Lane #04-02 Tourism Court
Singapore 247729
Email: ssoeng@ghmhotels.com
Tel: (65) 6 221 5250
Fax: (65) 6 221 6272
Intl Toll-Free Tel: 001 800 65 1188 (Thailand)
Visit our website @ www.ghmhotels.com

The Nam Hai, Hoi An, Vietnam opening December 2006

----- Original Message -----

From: Jr lee
To: See Soo Eng - GHM
Cc: Eleanor Hardy
Sent: Tuesday, May 16, 2006 3:08 PM
Subject: Re: Update photo shoot

Dear Soo Eng,

Ok, noted with thanks.

Appreciate the comprehensive list.

Best regards,
jr

17-May-2006

GHM 00144

Exhibit J

See Soo Eng - GHM

From: "See Soo Eng - GHM" <ssoeng@ghmhotels.com>
 To: "Eleanor Hardy" <gm@chedi-chiangmai.com>
 Cc: "Junior Lee" <jlee@thewave-design.com>
 Sent: Saturday, November 18, 2006 1:11 PM
 Subject: List of Areas for The Chedi, Chiang Mai Photo Shoot

Dear Eleanor

Below the list for photo shooting on 10 December, Hurrah!

Day Picture Always

1. Hotel from street / river
2. Reception counter
3. Lobby Lounge
4. Shop
5. Fireplace at lobby
6. Hotel ground i.e. garden, water garden
7. Spa entrance, reception, shop, treatment room – single and double, after treatment area
8. Restaurant exterior, i.e.
 - a. House
 - b. New section restaurant (please take from Riverview)
 - c. Seating within restaurant & exterior casual seating
 - d. Seating within new section
 - e. Open plan kitchen
 - f. House – upper section / inside and outside seating
 - g. Terrace Bar on 2nd level
 - h. Bar on ground level
9. Gym & Yoga Room
10. Meeting Room – set-up:
 - a. In smaller room / boardroom
 - b. Larger room as cluster style and u-shape
11. Pool
12. Guestroom – please retake:
 - a. Deluxe Room
 - b. The Chedi Club Suite – bedroom and sitting area
 - c. Balcony, exterior i.e. take it from top of spa house to show size of balcony with daybed
 - d. Entrance gate of guestroom
 - e. Courtyard of guestroom, please show with an open "swing door" of Club Suite
 - f. Washroom / shower / bathtub of Deluxe Room and Club Suite
13. Club Lounge plus open-end terrace

Regards

See Soo Eng

Director of Sales & Marketing

GHM Sales Office:

No. 1 Orchard Spring Lane #04-02 Tourism Court

Singapore 247720

Email: ssoeng@ghmhotels.com

Tel: (65) 6 221 5250

Fax: (65) 6 221 6272

Int'l Toll-Free Tel. 001 000 65 1188 (Thailand)

Visit our website @ www.ghmhotels.com

The Nam Hai, Hoi An, Vietnam opening December 2006

18-Nov-2006

Exhibit K

Soo eng

From: "See Soo Eng" <sooeng@ghmhotels.com>
To: "Jr" <jlsee@thewave-design.com>
Cc: "John Laing" <johnlaing@ghmhotels.com>
Sent: Wednesday, May 02, 2007 2:46 AM
Subject: photography at The Nam Hai, Hoi An

Hello Jr

glad to hear the above is happening. my request on area of photography required:

Tennis Court

Gym

Spa - reception, spa villa sitting on lagoon, treatment rooms

Hotel Entrance towards Reception

Reception

Boutique

Meeting Room (hotel to set up for maximum seating - preferably 2 different set-up)

Library

Restaurant Entrance

Bar

Restaurant Interior

Restaurant - outdoor seating

3 pools picture together all the way to beach

Beach restaurant

Beach restaurant - outdoor seating

looking at hotel from beach

looking at hotel from sea

Rooms: interior- bed area, dressing and wash basin, sitting area

Exterior - rows of 1-bedroom villa (no pool villa)

Pool Villa - Entrance, Garden with fountain on background, private pool within

thanks Jr, have fun

regards

See Soo Eng

Director of Sales & Marketing

GHM

1 Orchard Spring Lane #04-02

Singapore 247729

Tel: (65) 6221 5250

Fax: (65) 6221 6272

Int'l toll-free tels: 001 800 65 1188 (Thailand)

www.ghmhotels.com

www.ghmluxuryhotels.com

The Nam Hai, Hoi An, Vietnam opens 1 December 2008

02-May-2007

GHM 00081

Exhibit L

From: Astrid Djuansjah <loyalty@thelegianball.com>
Sent: Friday, October 06, 2006 10:08 PM
To: jlee
Cc: GENERAL MANAGER; DIRECTOR OF MARKETING; SALES ADMINISTRATOR
Subject: RE: The Beach House Images

Importance: High

Dear Junior,

Please note that The American Airline and Conde Nast Traveler will feature the Beach House for their next edition, would highly appreciated if you could send the CD and arrive ASAP, Monday the latest.

Thank you,
Astrid

-----Original Message-----

From: Astrid Djuansjah [mailto:loyalty@thelegianball.com]
Sent: Friday, October 06, 2006 8:10 AM
To: jlee
Cc: SALES ADMINISTRATOR; DIRECTOR OF MARKETING
Subject: RE: The Beach House Images

Dear Ms. Lee,

That's great! Looking forward to it!

Regards,
Astrid

-----Original Message-----

From: jlee [mailto:jlee@thewave-design.com]
Sent: Thursday, October 05, 2006 6:09 PM
To: Astrid Djuansjah
Subject: Re: The Beach House Images
Importance: High

Dear Astrid,

The photo DVDs are ready and once Mr Okletz have approved them, they will sent to you this Saturday by GHM's office.

Thanks and best regards,
jr

On Oct 5, 2006, at 12:08 PM, Astrid Djuansjah wrote:

Dear Ms. Lee,

Just wondering how is the progress of the above subject? Hope we could have them by late this week??
We've been having lots of requests from medias. Please advise.

Thank you.

Best regards,

Astrid Djuansjah

Loyalty Program Manager

GHM Hotels, Bali

C/o The Legian

Jalan Laksmana, Seminyak Beach

Bali 80361, Indonesia

Tel (62 361) 730-622

Fax (62 361) 731-291

GHM - "A Style to Remember"

www.ghmhotels.com

Condé Nast Traveler HOT LIST 2005 - one of the 116 best new hotels in the world

The Beach House @ The Legian newly opened. The ultimate experience in luxury and life style in Indonesia.

the wave design pte ltd
10a trengganu street
singapore 058464

t +65 6227 3700

f +65 6227 3971

m +65 9635 2235

Exhibit M

CERTIFICATE OF ACKNOWLEDGMENT OF EXECUTION OF AN INSTRUMENT

REPUBLIC OF SINGAPORE

(Country)

CITY OF SINGAPORE

(County and/or Other Political Division)

EMBASSY OF THE

(County and/or Other Political Division)

UNITED STATES OF AMERICA

(Name of Foreign Service Office)

SS:

Victoria A. McClean, Consular Associate

of the United States of America at Singapore, Republic of Singapore

duly commissioned and qualified, do hereby certify that on this day of 10-15-2012, before me personally appeared
Date (mm-dd-yyyy)

Kar Yin Lee

to me personally known, and known to me to be the individual described in, whose name is she, authorized by, and who executed the annexed instrument, and being informed by me of the contents of said instrument she duly acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

[SEAL]

In witness whereof I have hereunto set my hand and

official seal the day and year first above written.

Victoria A. McClean
Consular Associate of the United States of America

Commission Expires Indefinite

This document consists of 4 pages, including the Acknowledgment certificate.

NOTE: Wherever practicable all signatures to a document should be included in one certificate.

ASSIGNMENT OF COPYRIGHT

This Assignment is made and entered into with effect from **15 FEBRUARY 2007** (the "**Effective Date**")

Between

- (1) **WAVE-S**, a business registered in Singapore (Registration No. 50153300A) with its registered address at **46, SOUTH BRIDGE ROAD, #04-02, KINGLY BUILDING, SINGAPORE 058679** ("**Assignor**");

and

- (2) **THE WAVE DESIGN PTE. LTD.**, a company registered in Singapore (Registration No. 200508995G) with its registered address at **10A, TRENGGANU STREET SINGAPORE 058464** ("**Assignee**").

Whereas

- (A) Assignor is the proprietor of the rights in several works ("**the Works**") details of which are set out in the Annex annexed hereto.
- (B) Assignor wishes to assign to Assignee the copyright in the Works and all its right title and interest therein upon the terms and conditions set out below.

Now Therefore, for good and valuable consideration paid by Assignee to Assignor, receipt of which is hereby acknowledged:

- (i) Assignor hereby assigns to Assignee and its successors and assigns absolutely all of its right, title and interest in and to the copyright in the Works ("**Copyrights**"), whether present or future, anywhere, including derivative rights, renewal rights and interests, statutory and common law intellectual property rights and moral rights, all future iterations and variants in any storage or transmission medium, and the full and exclusive benefit thereof and all rights privileges and advantages appertaining thereto together with the right to recover, and take all such proceedings as may be necessary for the recovery of, damages or other forms of relief in respect of all infringements of the Copyrights whether taking place before or after the date of this Assignment to hold the same unto the Assignee absolutely.
- (ii) Assignor warrants that it is the proprietor of the Copyrights and holds the Copyrights free of all liens, charges, encumbrances and other rights of or obligations owing to any person.
- (iii) The Assignor hereby covenants with the Assignee that the Assignor will at the expense of the Assignee execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee or the nominee of the Assignee to enjoy the full benefit of the property and rights hereby assigned and to enjoy the exclusive benefit of any extension prolongation or further grant of copyrights for the time being vested in the Assignee by virtue of this Assignment.

ANNEX

The Works

Title/Subject
setai001 – setai041 setai337 -- setai350 setai959
muscat001 – muscat029 muscat030 – muscat148
teela001 – teela100
chiangmai001 – chiangmai075
phuket001 – phuket041 phuket042
legianclub001 – legianclub015 legianclub016 legianclub017 – legianclub022 legianclub023 -- legianclub034
legian001 – legian006 legian007 – legian025 legian026 -- legian065 legian122
chediclub001 – chediclub140 chediclub141
latu001 -- latu026 latu027 – latu158

In Witness Whereof, the Parties hereto have executed this Assignment by way of deed on the dates set forth below, which assignment shall be effective as of the Effective Date.

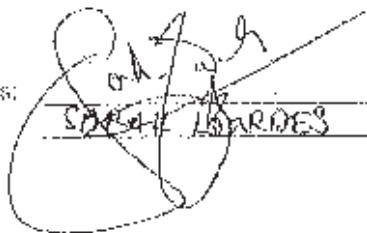
Executed as a deed for and on behalf of
WAVE-S



By: LEE KAR YIN
Title: SOLE PROPRIETOR
Date: 15 FEBRUARY 2007

15 OCT 2012

Witness:
Name: SARAH LARDES



Executed as a deed for and on behalf of
THE WAVE DESIGN PTE. LTD.



By: LEE KAR YIN
Title: MANAGING DIRECTOR
Date: 15 FEBRUARY 2007

15 OCT 2012

Witness:
Name: SARAH LARDES



Exhibit N

CERTIFICATE OF ACKNOWLEDGMENT OF EXECUTION OF AN INSTRUMENT

REPUBLIC OF SINGAPORE
(Country)

CITY OF SINGAPORE
(County and/or Other Political Division)

EMBASSY OF THE
(County and/or Other Political Division)

UNITED STATES OF AMERICA
(Name of Foreign Service Office)

SS:

Victoria A. McCleam, Consular Associate

of the United States of America, at

Singapore, Republic of Singapore

duly commissioned and qualified, do hereby certify that on this day of 10-15-2012, before me personally appeared
(mm-dd-yyyy)

Ker Yin Lee

to me personally known, and known to me to be the individual described in, whose name is subscribed to,
and who executed the aforesaid instrument, and being informed by me of the contents of said instrument she
duly acknowledged to me that she executed the same freely and voluntarily for the uses and purposes
therein mentioned.

[SEAL]

In witness whereof I have hereunto set my hand and
official seal the day and year last above written

Victoria A. McCleam
Consular Associate of the United States of America
United States of America

Commission Expires: Indefinite

This document consists of 4 pages, including the Acknowledgment certificate.

NOTE: Whenever practicable all signatures to a document should be included in one certificate.

ASSIGNMENT OF COPYRIGHT

This Assignment is made and entered into with effect from **28 JULY 2008** (the "Effective Date")

Between

(1) **THE WAVE PTE. LTD.**, a company registered in Singapore (Registration No. 200201048Z) with its registered address at **10A, TRENGGANU STREET SINGAPORE 058464** ("Assignor");
and

(2) **THE WAVE STUDIO PTE. LTD.**, a company registered in Singapore (Registration No. 200508895G) with its registered address at **10A, TRENGGANU STREET SINGAPORE 058464** ("Assignee").

Whereas

- (A) Assignor is the proprietor of the rights in several works ("the Works") details of which are set out in the Annex annexed hereto.
- (B) Assignor wishes to assign to Assignee the copyright in the Works and all its right title and interest therein upon the terms and conditions set out below.

Now Therefore, for good and valuable consideration paid by Assignee to Assignor, receipt of which is hereby acknowledged:

- (i) Assignor hereby assigns to Assignee and its successors and assigns absolutely all of its right, title and interest in and to the copyright in the Works ("Copyrights"), whether present or future, anywhere, including derivative rights, renewal rights and interests, statutory and common law intellectual property rights and moral rights, all future iterations and variants in any storage or transmission medium, and the full and exclusive benefit thereof and all rights privileges and advantages appertaining thereto together with the right to recover, and take all such proceedings as may be necessary for the recovery of, damages or other forms of relief in respect of all infringements of the Copyrights whether taking place before or after the date of this Assignment to hold the same unto the Assignee absolutely.
- (ii) Assignor warrants that it is the proprietor of the Copyrights and holds the Copyrights free of all liens, charges, encumbrances and other rights of or obligations owing to any person.
- (iii) The Assignor hereby covenants with the Assignee that the Assignor will at the expense of the Assignee execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee or the nominee of the Assignee to enjoy the full benefit of the property and rights hereby assigned and to enjoy the exclusive benefit of any extension prolongation or further grant of copyrights for the time being vested in the Assignee by virtue of this Assignment.

ANNEX

The Works

Title/Subject
setai042 – setai181 setai182
datai001 – datai104
andaman001 – andaman066
seahst001 – seahst017


In Witness Whereof, the Parties hereto have executed this Assignment by way of deed on the dates set forth below, which assignment shall be effective as of the Effective Date.

Executed as a deed for and on behalf of
THE WAVE PTE. LTD.



By: LEE KAR YIN
Title: MANAGING DIRECTOR
Date: 28 JULY 2008 - 15 OCT 2012

Executed as a deed for and on behalf of
THE WAVE STUDIO PTE. LTD.



By: LEE KAR YIN
Title: MANAGING DIRECTOR
Date: 28 JULY 2008 - 15 OCT 2012

Witness:

Name:


SARAH LOUKES

Witness:

Name:


SARAH LOUKES

Exhibit O

COPYRIGHTS ASSIGNMENT

This Copyright Assignment Agreement (Agreement) is entered into between The WAVE-S (Assignor), a private company of Singapore, with an address of 46 South Bridge Road, #04-02 Kingly Building, Singapore, 058679, and The Wave Studio, LLC (Assignee), a New York limited liability company, with a business address of One Barker Avenue, White Plains, New York 10601, and relates to all Copyright works listed on Attachment A (Copyrights).

For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably assign, grant, transfer, and agree to assign, grant and transfer to Assignee, their successors and assigns, all of Assignor's present and future rights, title and interest worldwide, including renewal interests, in the Copyrights, including all future iterations, versions and editions in any storage or transmission medium, and including, without limitation, all copyrights, all federal, state, foreign, statutory and common law intellectual property and other rights, together with any attendant moral rights, all rights to causes of action and related to the Copyrights, and any and all other rights and interests arising out of, and in connection with, or in relation to the Copyrights.

Assignor represents and warrants that it has not granted, assigned, mortgaged, pledged or hypothecated any of the rights granted to Assignee hereunder.

The rights assigned by this Agreement include, but are not limited to, the right to copy or reproduce the Copyrights, the right to distribute the Copyrights, the right to create derivative works, the right to display the content publicly, the right to renew or extend the copyright in the Copyrights to the extent permitted by law in any relevant

jurisdiction, and the right to bring suit or make any claim in Assignee's name for prior or future infringement of rights in the Copyrights.

Assignor agrees, at the request of Assignee or its successor in interest, to do all lawful acts which may be required for obtaining and enforcing worldwide rights in the Copyrights and to otherwise aid Assignee or its successor in enforcing the rights to the Copyrights as reasonably required to carry out or effectuate the purpose and intent of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the effective date.

WAVES (Assignor)

By: [Signature]
Lee Kar Yin, owner

Date: 11th November 2011

The Wave Studio, LLC (assignee)

By: [Signature]
Lee Kar Yin, owner

Date: 11th November 2011

Attachment A

Title	Reg. No.
Wave-S Photographs 2001	VA 1-432-324
Wave-S Photographs 2002	VA 1-432-325
Wave-S Photographs 2002 (B)	VA 1-432-336
Wave-S Photographs 2003	VA 1-432-328
Wave-S Photographs 2004	VA 1-432-329
Wave-S Photographs 2004 (B)	VA 1-758-524
Wave-S unpublished set 1959	VAu 1-060-182

Exhibit P

V3610 D251



V3610 D251

Page 1

COPYRIGHTS ASSIGNMENT

This Copyright Assignment Agreement (Agreement) is entered into between The Wave Pte. Ltd. (Assignor), a private company of Singapore, with an address of 36 Sago Street, Singapore, 059027, and The Wave Studio, LLC, (Assignee), a New York limited liability company, with a business address of One Barker Avenue, White Plains, New York 10601, and relates to all Copyright works listed on Attachment A (Copyrights).

For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably assign, grant, transfer, and agree to assign, grant and transfer to Assignee, their successors and assigns, all of Assignor' present and future rights, title and interest worldwide, including renewal interests, in the Copyrights, including all future iterations, versions and editions in any storage, or transmission medium, and including, without limitation, all copyrights, all federal, state, foreign, statutory and common law intellectual property and other rights, together with any attendant moral rights, all rights to causes of action and related to the Copyrights, and any and all other rights and interests arising out of, and in connection with, or in relation to the Copyrights.

Assignor represents and warrants that it has not granted, assigned, mortgaged, pledged or hypothecated any of the rights granted to Assignee hereunder.

The rights assigned by this Agreement include, but are not limited to, the right to copy or reproduce the Copyrights, the right to distribute the Copyrights, the rights to create derivative works, the rights to display the content publicly, the right to renewal or extend the copyright in the Copyrights to the extent permitted by law in any relevant jurisdiction, and the right to bring suit or make any claim in Assignee's name for prior or future infringement of rights in the Copyrights.

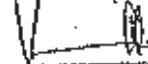
V3610 D251

Page 2

Assignor agrees, at the request of Assignee or its successor in interest, to do all lawful acts which may be required for obtaining and enforcing worldwide rights in the Copyrights and to otherwise aid Assignee or its successor in enforcing the rights to the Copyrights as reasonably required to carry out or effectuate the purpose and intent of this Agreement.


IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the effective date.

The Wave Pte. Ltd (Assignor)

By: 
Lee Kar Yin, owner

Date: 11th November 2011

The Wave Studio, LLC (assignee)

By: 
Lee Kar Yin, owner

Date: 11th November 2011

V3610 D251

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Attachment A

Title	Reg. No.
The Wave Pte. Ltd. Photographs 2005 (A)	VA 1-432-331
The Wave Pte. Ltd. unpublished setai 182	VAu 1-057-927

Exhibit Q

V3629 0213

V3629 0213

Page 1



DECLARATION OF DISSOLUTION OF WAVE-S AND TRANSFER OF COPYRIGHTS TO LEE KAR YIN, DECLARATION OF DISSOLUTION OF THE WAVE PTE. LTD. AND TRANSFER OF COPYRIGHTS TO LEE KAR YIN, DECLARATION OF CHANGE OF NAME OF THE WAVE DESIGN PTE. LTD. TO THE WAVE STUDIO PTE. LTD., AND THE TRANSFER OF ALL COPYRIGHTS AND NUNC PRO TUNC ASSIGNMENT OF COPYRIGHTS TO THE WAVE STUDIO, LLC.

I, Lee Kar Yin, declare as follows:

1. I am the owner of THE WAVE STUDIO, LLC, a New York limited liability company, with a business address of One Barker Avenue, White Plains, New York 10601.
2. WAVE-S was a sole proprietorship and upon its dissolution the ownership of all copyrights was transferred to me.
3. THE WAVE PTE. LTD. was a private limited company and upon its dissolution the ownership of all copyrights was transferred to me.
4. THE WAVE DESIGN PTE. LTD. was a private limited company and upon its change of name all copyrights were transferred to The Wave Studio Pte. Ltd., a private limited company, which is exclusively owned by me.
5. By assignments recorded at the U.S. Copyright Office and this nunc pro tunc assignment all rights in the copyrights, including all world-wide rights, all derivative rights, all renewal rights, owned by me have been transferred to THE WAVE STUDIO, LLC.
6. I hereby request that the Documents Registration Section of the U.S. Copyright Office record and index this Declaration so as to provide notice that the owner of the copyrights is THE WAVE STUDIO, LLC as a result of the above dissolutions and transfers of copyrights.

Executed in Singapore on January 7, 2013.

Lee Kar Yin, Owner
WAVE-S

Lee Kar Yin, Owner
THE WAVE PTE. LTD.

Lee Kar Yin, Owner
THE WAVE DESIGN PTE. LTD.

Lee Kar Yin, Owner
THE WAVE STUDIO PTE. LTD.

Lee Kar Yin, Owner
THE WAVE STUDIO, LLC

TWSC355825

V3629 0213
Page 2

CERTIFICATE OF ACKNOWLEDGMENT OF EXECUTION OF AN INSTRUMENT

REPUBLIC OF SINGAPORE
(Country)

CITY OF SINGAPORE
(County and/or Other Political Division)

EMBASSY OF THE
(County and/or Other Political Division)

UNITED STATES OF AMERICA
(Name of Foreign Service Office)

Virginia A. McClearn, Consul Associate

of the United States of America at

Singapore, Republic of Singapore

duly acknowledged and executed, do hereby certify that on this day of 01-07-2013, before me personally appeared
Date (mm-dd-yyyy)

Lee Kai Yin

to me personally known and known to me to be the individual described in, whose name is subscribed in, and who executed the annexed instrument, and being informed by me of the contents of said instrument, she duly acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein contained.

(SFW)

In witness whereof I have hereunto set my hand and

affixed seal of the day and year first above written.

Virginia A. McClearn

of the United States of America.

This document consists of 2 pages, including the Acknowledgment certificate.

NOTE: Whenever practicable all signatures to a document should be included in one certificate.

OF-175 (Formerly FS-20)
01-2000

TW50355828

Exhibit R

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0718 (toll free).

Primary Act Notice Sections 205 and 705 of Title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for registration. By providing this information, you are agreeing to routine uses of the information that include publication to give legal notice of your registration pursuant to 17 U.S.C. §§ 205 and 705. The information will be placed in the Office's online Public Catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS

To the Register of Copyrights: Please record the accompanying original document or its properly certified copy.

1	First party name given in the document	<u>Lee Kar Yin</u>
2	First title given in the document	<u>VA 1-412-124 Wave-s Photographs 2011</u>
3	Total number of titles in the document	<u>30</u>
4	Return receipt requested	<input type="checkbox"/> If checked, please enclose a self-addressed postage-paid envelope.
5	Electronic title list enclosed	<input type="checkbox"/> If checked, please enclose an acceptable digital storage medium containing a properly formatted title list.
6	Amount of fee calculated	<u>\$110</u>
7	Fee enclosed	<input type="checkbox"/> Check <input type="checkbox"/> Money order <input checked="" type="checkbox"/> Fee authorized to be charged to Copyright Office deposit account Deposit account number <u>55387</u> Deposit account name <u>Mitchell Silberberg + Knapp LLP</u>
8	Completeness of document	<input checked="" type="checkbox"/> All attachments referenced in this document are included. <input type="checkbox"/> One or more attachments referenced in this document is missing but (a) the attachment is completely unavailable for recodation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.
9	Certification of photocopied documents	Complete this certification if a photocopy of the original signed document is being submitted instead of the document bearing the actual original signature. NOTE: This space may not be used for documents that require an official certification. I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document. Signature _____ Date <u>05/04/2015</u> Fully authorized agent of <u>Lee Kar Yin</u> Name <u>Vijay Toke, Cobalt LLP</u> Number/Street <u>918 Parker Street</u> Apt./suite <u>A21</u> City <u>Berkeley</u> State <u>CA</u> Zip <u>94710</u> Phone number <u>510 841-9800</u> Fax number <u>510-295-2401</u> Email <u>copyright@cobaltlaw.com</u>
10	Return to	

SEND TO: Library of Congress, Copyright Office-DO, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL OF THESE TOGETHER: (1) two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; (3) your document; (4) if a return receipt is requested, a self-addressed postage-paid envelope; (5) if enclosing an electronic title list, an acceptable digital storage medium containing a title list in the prescribed format.

FORM 1001 (REVISED 12/12/14) FORM 1001 (REVISED 12/12/14)



Form DCS (Document Cover Sheet)
For Registration of Documents under 17 U.S.C. § 205
UNITED STATES COPYRIGHT OFFICE

Volume _____ Document _____
 Volume _____ Document _____
 Date of recording: M _____ P _____ V _____
 (RECORDED BY THE COPYRIGHT OFFICE)
 Funds received _____

TWS0355771

DECLARATION OF LEE KAR YIN AND
NUNC PRO TUNC COPYRIGHT ASSIGNMENTS TO THE WAVE STUDIO LLC

I, Lee Kar Yin, declare as follows:

1. I wish to clarify and confirm The Wave Studio LLC's ownership of all right, title, and interest of every kind and character throughout the world (including all copyrights, worldwide rights, derivative rights, renewal rights, and all rights to causes of action and related remedies) in and to my professional photographs, including without limitation the photographs identified in Exhibit A (the "Photographs") and the copyright registrations identified in Exhibit B (the "Copyright Registrations") as of November 11, 2011 ("Effective Date")

Background

2. On February 21, 1994, I registered the sole proprietorship Wave-S under the laws of Singapore (Registration No. 50153302A).
3. Wave-S owned all right, title and interest worldwide, including copyrights, in and to certain professional photographs ("Wave-S Photographs"), including photographs registered at the U.S. Copyright Office under the following Registration Numbers and Registration Dates:
 - a) VA 1-432-324
 - b) VA 1-432-325
 - c) VA 1-432-328
 - d) VA 1-432-329
 - e) VA 1-432-336
 - f) VA 1-433-816
 - g) VA 1-758-524
 - h) VA 1-825-429
 - i) VA 1-825-431
 - j) VA 1-842-230
 - k) VA 1-857-706
 - l) VAA 1-060-182

(collectively, the "Wave-S Copyright Registrations")

4. On February 21, 2007, Wave-S ceased doing business and dissolved. A true and correct copy of the Singaporean government business record for the dissolution of Wave-S is attached as Exhibit C.
5. Upon dissolution of Wave-S, all tangible and intangible assets of the sole proprietorship, including all right, title and interest worldwide (including copyrights) in and to all Wave-S Photographs was automatically transferred to me by operation of Singapore law. No rights were retained by Wave-S.

TWS0355772

6. Accordingly, I currently own all right, title and interest worldwide, including copyrights, in and to the **Wave-S Photographs** and the **Wave-S Copyright Registrations**.
7. On February 8, 2002, **The Wave PTE. LTD.** was incorporated as a private limited company under the laws of Singapore (Corporation Registration No. 200201048Z). A true and correct copy of the Singaporean government business record for **The Wave PTE. LTD.** is attached as Exhibit D.
8. I was a director and shareholder of **The Wave PTE. LTD.**, together with Mr. Chua Kiat Hong.
9. **The Wave PTE. LTD.** owned all right, title, and interest worldwide, including copyrights, in and to certain professional photographs (the "**Wave PTE Photographs**"), including the photographs registered at the U.S. Copyright Office under the following Registration Numbers:
 - a). VA 1-432-331
 - b). VAn 1-057-927

(collectively, the "**Wave PTE Copyright Registrations**")

10. On August 1, 2008, the Board of Directors of **The Wave PTE. LTD.** held an extraordinary general meeting to dissolve the company and irrevocably assign and transfer all tangible and intangible assets owned by **The Wave PTE. LTD.** to me as of that date. A true and correct copy of the corporate minutes reflecting this resolution is attached as Exhibit E.
11. The **Wave PTE Photographs**, including all copyrights therein, were included in the assets assigned by **The Wave PTE. LTD.** to me. No rights were retained by **The Wave PTE. LTD.** or by Mr. Chua Kiat Hong.
12. Accordingly, I currently own all right, title and interest worldwide, including copyrights, in and to the **Wave PTE Photographs** and the **Wave PTE Copyright Registrations**.
13. On July 1, 2005, **The Wave Design PTE. LTD.** was incorporated as a private limited company under the laws of Singapore (Corporation Registration No. 200508995G). A true and correct copy of the Singaporean government business record for **The Wave Design PTE. LTD.** is attached as Exhibit I.
14. On July 27, 2007, **The Wave Design PTE. LTD.** changed its name to **The Wave Studio PTE. LTD.** A true and correct copy of the Singaporean government business record for the name change is attached as Exhibit G.
15. I am the sole owner, director and shareholder of **The Wave Studio PTE. LTD.** (formerly known as **The Wave Design PTE. LTD.**).

16. **The Wave Studio PTE. LTD.** (formerly known as **The Wave Design PTE. LTD.**), owned all right, title, and interest worldwide, including copyrights, in and to certain photographs (the "**Wave Studio PTE Photographs**"), including the photographs registered at the U.S. Copyright Office under the following Registration Numbers:

- a) VA 1-432-326
- b) VA 1-432-327
- c) VA 1-432-330
- d) VA 1-432-332
- e) VA-432-637
- f) VA 1-765-854
- g) VA 1-824-376
- h) VA 1-825-249
- i) VA 1-825-264
- j) VA 1-829-021
- k) VA 1-842-228
- l) VAu 1-055-458
- m) VAu 1-055-459
- n) VAu 1-060-180
- o) VAu 1-110-867
- p) VAu 1-144-751

(collectively, the "**Wave Studio PTE Copyright Registrations**")

17. On or around September 1, 2011, I formed **The Wave Studio LLC**, a limited liability company organized under the laws of the State of New York.

18. I am the sole owner, member, and manager of **The Wave Studio LLC**.

Previous Assignments of Copyright

19. A purported assignment of copyright from **Wave-S** to **The Wave Design PTE. LTD** was entered into and was made effective as of February 15, 2007. On information and belief, this assignment was made in error and is void *ab initio*. A true and correct copy of this assignment is attached as Exhibit H.

20. A purported assignment of copyright from **The Wave PTE. LTD.** to **The Wave Studio PTE. LTD.** was entered into and was made effective as of July 28, 2008. On information and belief, this assignment was made in error and is void *ab initio*. A true and correct copy of this assignment is attached as Exhibit I.

21. On November 11, 2011, a purported assignment of copyright from **Wave-S** to **The Wave Studio LLC** was entered into. On information and belief, this assignment was made in error and is void *ab initio*, together with any and all

recording(s) of the same with the U.S. Copyright Office. Indeed, all tangible and intangible assets owned by Wave-S had already been transferred to me as of February 21, 2007. A true and correct copy of this assignment is attached as Exhibit L.

22. On November 11, 2011, a purported assignment of copyright from The Wave PTE, LTD. to The Wave Studio LLC was entered into. On information and belief, this assignment was made in error and is void *ab initio*, together with any and all recording(s) of the same with the U.S. Copyright Office. Indeed, all tangible and intangible assets owned by The Wave PTE, LTD. had already been transferred to me as of August 1, 2008. A true and correct copy of this assignment is attached as Exhibit K.
23. On January 7, 2013, I executed a Declaration and *Nunc Pro Tunc* Assignment of Copyright to The Wave Studio, LLC, which was recorded at the U.S. Copyright Office on April 22, 2013 (the "Catch-All Assignment"). While the facts stated in this Catch-All Assignment were correct, this document omitted that the *nunc pro tunc* assignments of all copyrights owned by me (upon dissolution of Wave-S and The Wave PTE, LTD.) and by The Wave Studio PTE, LTD. were effective as of November 11, 2011. This present Declaration serves to complete and clarify the Catch-All Assignment. A true and correct copy of this assignment is attached as Exhibit L.
24. On or around October 1, 2013, Mr. Masano Kawana entered into a Memorandum of Understanding and Ownership ("MOU"), whereby he confirmed that all photographs resulting from the 2000-2007 shoots he participated in for me and the various Wave entities were intended to be work made for hire for me, and that the copyrights in those photographs was exclusively owned by me at the time of their creation (including without limitation, photoshoots relating to The Chedi Phuket, The Lala Sun Moon Lake Taiwan, The Legian and The Club at The Legian Bali, The Chedi Muscat, The Leela Goa, The Chedi Club Ubud Bali, The Chedi Chiang Mai, The Setai Miami, The Datar Langkawi, The Andaman Langkawi, The Nam Hai Hai An Vietnam, Carcosa Seri Negara Kuala Lumpur, The Chedi Milan, The Serai Club Jimbaran Bali, The Heritage House Mendocino, Langsuan Apartment Bangkok, Seah Street Singapore, GHM Boutique Products and The Pullerton Hotel, Singapore) (collectively, the "2000-2007 Photographs"). On May 18, 2015, I executed a Confirmation of Assignment of Copyright, confirming the terms of the MOU, which were recorded at the U.S. Copyright Office on May 18, 2015. True and correct copies of these documents are attached as Exhibit J.

Corrective and Nunc Pro Tunc Assignments of Copyrights

25. On November 11, 2011, The Wave Design PTE, LTD. entered into an assignment of copyrights, whereby The Wave Design PTE, LTD. assigned its rights, title and interest worldwide in the following copyrights to The Wave Studio LLC:

TW50365776

26. In my capacity as owner and authorized signatory for The Wave Studio PTE, LTD (formerly known as The Wave Design PTE, LTD), I hereby correct and augment this assignment in the following ways:
- I. I hereby correct as of the Effective Date a misprint in the name of the Wave Studio PTE, LTD, in order to reflect the correct corporate name as of November 11, 2011:
- II. I hereby assign as of the Effective Date, any and all remaining right, title, and interest worldwide (including copyrights) in all tangible and intangible assets that were, or might have been, owned by The Wave Studio PTE, LTD (formerly known as The Wave Design PTE, LTD), as of the Effective Date, to The Wave Studio LLC, including without limitation any and all Wave Studio PTE Photographs and all copyrights therein, whether or not registered with the U.S. Copyright Office, including without limitation the following Copyright Registrations:
- a) VA 1-824-376
 - b) VA 1-825-249
 - c) VA 1-825-264
 - d) VA 1-829-021
 - e) VA 1-842-228
 - f) VA 1-110-867
 - g) VA 1-144-751
- III. I hereby confirm that this *nunc pro tunc* assignment is being executed now in order to clarify the ownership of the Wave Studio PTE Photographs and Wave Studio PTE Copyright Registrations and to confirm that The Wave Studio PTE, LTD (formerly known as The Wave Design PTE, LTD), did, as of the Effective Date, assign unto The Wave Studio LLC all right, title, and interest in and to the Wave Studio PTE Photographs and the Wave Studio PTE Copyright Registrations, in addition to any other tangible and intangible assets owned by The Wave Studio PTE, LTD (formerly known as The Wave Design PTE, LTD).

TW50355777

- iv. Given the foregoing, The Wave Studio LLC is the sole owner and claimant of the Wave Studio PTB Photographs and Copyright Registrations.
27. Additionally, as stated above, I am the sole owner of all tangible and intangible assets that were owned by Wave-S as of February 21, 2007.
28. Accordingly, I hereby assign as of the Effective Date, any and all remaining right, title, and interest worldwide (including copyrights) in all tangible and intangible assets transferred to me by Wave-S, to The Wave Studio LLC, including without limitation any and all Wave-S Photographs and all copyrights therein, whether or not registered with the U.S. Copyright Office, and all Wave-S Copyright Registrations namely:
- a) VA 1-432-324
 - b) VA 1-432-325
 - c) VA 1-432-328
 - d) VA 1-432-329
 - e) VA 1-432-336
 - f) VA 1-433-816
 - g) VA 1-758-524
 - h) VA 1-825-429
 - i) VA 1-825-431
 - j) VA 1-842-230
 - k) VA 1-857-706
 - l) VAD 1-060-182
29. Additionally, as stated above, I am the sole owner of all tangible and intangible assets that were owned by The Wave PTE, LTD. as of August 1, 2008.
30. Accordingly, I hereby assign as of the Effective Date, any and all remaining right, title and interest worldwide (including copyrights) in all tangible and intangible assets transferred to me by The Wave PTE, LTD, to The Wave Studio LLC, including without limitation any and all Wave PTE Photographs and all copyrights therein, whether or not registered with the U.S. Copyright Office, and all Wave PTE Copyright Registrations, namely:
- a) VA 1-432-331
 - b) VAA 1-057-927
31. Finally, to the extent Mr. Masao Kawana owned any ownership interest or copyrights in any of the 2000-2007 Photographs, he continued those rights were exclusively owned by me as work made for hire at the time of each work's creation. Accordingly, I hereby assign as of the Effective Date, any and all right, title, and interest worldwide (including copyrights) in the 2000-2007 Photographs to The Wave Studio LLC, whether or not registered with the U.S. Copyright Office.

32. I declare under penalty of perjury that I am authorized to execute this document; that the facts in this document and statements made of my own personal knowledge are true; and all statements made on information and belief are believed to be true. I understand that, in the event of a dispute related to this Declaration and *Nunc Pro Tunc* Assignments of Copyrights, this declaration may be used as supporting evidence for that action and that I may be called upon to be a witness.

Date: 4 SEPTEMBER 2015
By: [Signature]
Lee Kar Yin, ~~an Individual~~

Date: 4 SEPTEMBER 2015
By: [Signature]
Lee Kar Yin, Owner
The Wave Studio PTE. LTD

Exhibit S

EXHIBIT 1

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Acting Register of Copyrights, United States of America

Registration Number

VAU 1-055-458

Effective date of registration

February 18, 2011

Title

Title of Work: The Wave Design Pte. Ltd. Unpublished photographs 2005 (C) setai429 - setai803

Previous or Alternative Title: Group Registration / Unpublished Photos / 374 photographs

Nature of Work: photographs

Completion/Publication

Year of Completion: 2005

Author

Author: The Wave Design Pte. Ltd. (employer for hire of Masano Kawana)

Author Created: Photographs

Work made for hire: Yes

Domiciled in: Singapore

Anonymous: No

Pseudonym: No

Copyright claimant

Copyright Claimant: THE WAVE DESIGN PTE. LTD.

10A Trengganu Street, Singapore 058464

Limitation of copyright claim

Previously registered: No

Certification

Name: Lee Kar Yin, authorized agent of The Wave Design Pte. Ltd.

Date: February 18, 2011

Case 7:13-cv-09239-CS-PED Document 1-1 Filed 12/31/13 Page 3 of 25

Registration #: VAJ001055458

Service Request #: 1-571517046



Jeannette & Spitz, P.C.
Attn: John N. Jeannette, Esq.
2001 Jefferson Davis Hwy., Suite 1102
Arlington, VA 22202-3604

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Acting Register of Copyrights, United States of America

Registration Number

VAU 1-055-439

Effective date of registration:

February 18, 2011

Title

Title of Work: The Wave Design Pte. Ltd. Unpublished photographs 2005 (D) seta1504 - seta1558, seta1560 - seta11179

Previous or Alternative Title: Group Registration / Unpublished Photos - 179 photographs

Nature of Work: photographs

Completion/Publication

Year of Completion: 2005

Author

Author: The Wave Design Pte. Ltd. (employee/for hire of Masano Kawana)

Author Created: Photographs

Work made for hire: Yes

Domiciled in: Singapore

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: THE WAVE DESIGN PTE. LTD.

10A Trengganu Street, Singapore 058464

Limitation of copyright claim

Previously registered: No

Certification

Name: Lee Kae Yin, authorized agent of The Wave Design Pte. Ltd.

Date: February 18, 2011

Registration #: VAL001035459

Service Request #: 1-571517011



Jefferson & Shultz, P.C.
Att. John N. Jefferson
200 Jefferson Davis Hwy, Suite 1102
Arlington, VA 22202-4600

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maureen A. Pallante

Register of Copyrights, United States of America

Registration Number
VAU 1-057-927

Effective date of
registration

December 30, 2013

Title

Title of Work: The Wave File, unpublished work

Nature of Work: Photograph

Completion/Publication

Year of Completion: 2013

Author

Author: The Wave File

Author Created: photograph

Work made for hire: No

Discovered in: Singapore

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: The Wave File

303 Easton Street, Suite 100

Limitation of copyright claim

Traditional: No

Certification

Name: Maureen A. Pallante

Date: December 20, 2013

Case 7:13-cv-09239-CS-PED Document 1-1 Filed 12/31/13 Page 7 of 25

Registration #: VAU001057927

Service Request #: 1-543670415



Johnson & Smith, P.C.
201 Johnson Park Highway, Suite 100
Arlington, VA 22204

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maura A. Pallante

Acting Register of Copyrights, United States of America

Registration Number
VAu 1-060-180

Effective date of
registration:
December 30, 2010

Title

Title of Work: The Wave Design Pte. Ltd. unpublished serial 0183; 0184

Nature of Work: photographs

Completion/Publication

Year of Completion: 2005

Author

Author: The Wave Design Pte. Ltd.

Author Created: Photograph

Work made for hire: Yes

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: THE WAVE DESIGN PTE. LTD.

10A Trengganu Street, Singapore, 058464

Limitation of copyright claim

Previously registered: No

Certification

Name: Lee Kar Yin

Date: December 29, 2010

Registration #: VAU001060180

Service Request #: 1-543670205

Jennison & Shultz, P.C.
2001 Jefferson Davis Hwy., Suite 1102
Arlington, VA 22202-3604

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maurice A. Pallante

Acting Register of Copyrights, United States of America

Registration Number
VAu 1-060-182

Effective date of
registration:

December 30, 2010

Title

Title of Work: Wave-s unpublished setai959

Nature of Work: photograph

Completion/Publication

Year of Completion: 2004

Author

Author: Wave-s

Author Created: Photograph

Work made for hire: Yes

Domiciled in: Singapore

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: WAVE-S

46 South Bridge Road, #04-02, Kingly Building, Singapore, 058679

Limitation of copyright claim

Previously registered: No

Certification

Name: Lee Kar Yin

Date: December 29, 2010